

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

SAA

BOARD AGENDA # *B-20

Urgent

Routine

AGENDA DATE May 19, 2009

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter into an Agreement with A & A Portables, Inc. for Sanitation Servicing, Pumping and Disposal of Waste from County Owned Portable Toilets and Pumping and Disposal of Waste from County Owned Septic Tanks and Lift Stations at Various Facilities Throughout Stanislaus County

STAFF RECOMMENDATIONS:

- 1) Approve the Master Agreement with A&A Portables, Inc. for sanitation servicing, pumping and disposal of waste from County owned portable toilets and pumping and disposal of waste from County owned septic tanks and lift stations at Modesto Reservoir, Kiwanis Camp, La Grange Regional Park, La Grange Off Highway Vehicle Area, Woodward Reservoir, Community Parks, Frank Raines Regional Park, Frank Raines Off Highway Vehicle Area, Fink Road Landfill, and 1716 Morgan Road, Modesto, California at a cost not to exceed \$728,200 for Fiscal Years 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, and ending in 2013-2014.

(Continue on page 2)

FISCAL IMPACT:

If approved, the Master Agreement for Independent Contractor Services for Fiscal Years (FY) 2008 to FY 2014 is not to exceed \$728,200 plus \$54,615, or 7.5% in allowable contract changes.

The Department of Environmental Resources and the Parks and Recreation Department share the responsibility of paying for sanitation servicing, pumping and disposal of waste from County owned portable toilets and pumping and disposal of waste from County owned septic tanks and lift stations at various park locations throughout the County and at Fink Road Landfill. (Continue on page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-339

On motion of Supervisor Grover, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Enter into an Agreement with A&A Portables, Inc. for Sanitation Servicing, Pumping and Disposal of Waste from County Owned Portable Toilets and Pumping and Disposal of Waste from County Owned Septic Tanks and Lift Stations at Various Facilities throughout Stanislaus County

STAFF RECOMMENDATIONS (Continued)

- 2) Authorize the Director, Department of Environmental Resources and the Department of Parks and Recreation, or her designee, to sign Master Agreement Number A032009.
- 3) Authorize the Director, Department of Environmental Resources and the Department of Parks and Recreation, or her designee, to sign the attached individual Project Authorizations.
- 4) Authorize the Director, Department of Environmental Resources and the Department of Parks and Recreation, or her designee, to sign additional individual Project Authorizations, up to \$100,000, but not to exceed the total contract amount of \$728,200.
- 5) Authorize the Director, Department of Environmental Resources and the Department of Parks and Recreation, or her designee, to sign amendments to the contract for an overall total not to exceed \$728,200 plus contingency funding of up to \$54,615, which is equal to a maximum of 7.5% of the total contract amount.

FISCAL IMPACT (Continued)

Appropriations and corresponding revenues for these services are included in Department of Parks and Recreation Fiscal Year 2008-2009 approved budget. The on-going costs for succeeding years will be included in the Department of Parks and Recreation's annual budget. The Fink Road Landfill is an enterprise fund that is fully funded through the collection of tipping fees. Funds for this purpose are accounted for in the existing Department of Environmental Resources, Fink Road Division Fiscal Year 2008-2009 approved budget. The on-going costs for succeeding years will be included in the Department of Environmental Resources, Fink Road Division's annual budget.

The previous contract held a not-to-exceed amount of \$75,000 annually and per unit costs \$12.50 for servicing of the portable toilets. The proposed contract provides a \$10.00 per unit cost resulting in a savings of \$2.50 per unit. The servicing of vaulted toilets, septic tanks and lift stations were under separate Purchase Orders and their per unit costs averaged \$207.50. The proposed contract provides a \$200.00 per unit cost resulting in a savings of \$7.50 per unit. The Department estimates a cost savings of \$113,700 over a five year period.

DISCUSSION

The General Services Agency (GSA), Purchasing Division posted an Invitation to Bid (BID) on January 15, 2009, on behalf of the Department of Parks and Recreation and the Department of Environmental Resources. Bids were opened on February 26, 2009, and responses were received from two (2) bidders including Waste Management, Inc. and A&A Portables, Inc. The GSA Purchasing Division rejected the Waste Management, Inc. bid due to non-responsiveness on the part of the proposed bidder. Specifically, the Bid document gave detailed instructions in

Approval to Enter into an Agreement with A&A Portables, Inc. for Sanitation Servicing, Pumping and Disposal of Waste from County Owned Portable Toilets and Pumping and Disposal of Waste from County Owned Septic Tanks and Lift Stations at Various Facilities throughout Stanislaus County

the way in which the pricing sheets should be prepared, the bid provided by Waste Management were not completed in compliance with the instructions. A&A Portables, Inc. (Contractor), the only remaining bidder, was found to be responsive.

This Master Agreement, Number A032009 (Attachment "A"), is for sanitation servicing, pumping and disposal of waste from county owned portable toilets and pumping and disposal of waste from county owned septic tanks and lift stations at Modesto Reservoir, Kiwanis Camp, La Grange Regional Park, La Grange Off Highway Vehicle Area, Woodward Reservoir, Community Parks, Frank Raines Regional Park, Frank Raines Off Highway Vehicle Area, Fink Road Landfill, and 1716 Morgan Road, Modesto, California. This contract also includes the ability to rent Contractor owned portable toilets (including servicing of these units), and repair of County owned portable toilets.

Individually written and executed Project Authorizations (Attachments "B," "C," "D," "E," and "F") will be issued by the County to authorize the servicing, pumping or rental of the units at various Parks and Recreation and Environmental Resources locations identified in each Project Authorization. A County Purchase Order shall be issued to authorize the repair of the County owned portable toilets.

The Contractor will provide all the labor, supervision, equipment, vehicles, transportation, repairs, chemicals, materials, and supplies to perform servicing, pumping and disposing of waste and sanitation on County owned portable toilet units and rental Contractor owned portable toilet units.

This service contract provides critical support to both the Department of Parks and Recreation and the Department of Environmental Resources. In previous years, the Department of Parks and Recreation utilized a variety of vendors to meet the service and rental needs for portable toilet units, septic tanks, vaulted toilets and lift stations at various park facilities. Upon analysis, it was determined this was not the most cost efficient practice. In Fiscal Year 2004 – 2005, the Department of Parks and Recreation purchased 70 standard and four (4) handicapped accessible portable restrooms, thus eliminating the need for portable restroom rentals during the high season. This operational change has already resulted in savings of approximately \$10,000 annually. In this new Agreement, the County will be paying \$10.00 per unit for portable toilet servicing versus the current \$12.50 per unit and will be paying \$200.00 per unit for septic tank, vaulted toilet and lift station servicing versus the current average per unit price of \$207.50.

In addition, the level of service in the absence of an agreement was not consistent in the past, particularly during high use times (weekends, holidays, and summer months). Intermittent or unreliable service could result in unsafe or unhealthy conditions of portable toilet units throughout both Departments various facilities. The proposed agreement establishes specific weekly service days and holiday requirements, guaranteeing proper service when needed most. During the off-season, portable restroom service will be on an "on call" basis.

Approval to Enter into an Agreement with A&A Portables, Inc. for Sanitation Servicing, Pumping and Disposal of Waste from County Owned Portable Toilets and Pumping and Disposal of Waste from County Owned Septic Tanks and Lift Stations at Various Facilities throughout Stanislaus County

In Fiscal Year 2004 – 2005, the County entered into an agreement to provide portable restroom services at Modesto and Woodward Reservoirs for Fiscal Years 2004-2005, 2005-2006, 2006-2007, and ending October 31, 2008 and was not to exceed \$225,000 or an annual cost of \$75,000. The Parks and Recreation Department has been working with the Contractor on a month-to-month basis.

POLICY ISSUE (S)

The Board should consider whether the approval of this service agreement supports the Board of Supervisors' priorities of a safe and healthy community and efficient delivery of public services. The Department of Parks and Recreation and the Department of Environmental Resources strives to establish safe and healthy environments while delivering public services of benefit to the community.

STAFFING IMPACT

There are no staffing impacts associated with this item.



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**MASTER AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Master Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and A & A Portable, Inc. ("Contractor") on May 29, 2009.

Recitals

WHEREAS, the County has a need for contractor services involving numerous and different tasks and projects; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor the rates set forth in **Exhibit C**, attached hereto and made a part of this Agreement, and for the tasks set forth on separately approved project authorizations or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved scope of work

contained within the Project Authorization - **Exhibit B**, attached hereto and made a part of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

The term of this Agreement shall be from **May 31, 2009** until **May 30, 2014**. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work. In no case shall the individual project or scope of work completion date go beyond the Agreement end date of **May 30, 2014**.

3.1 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.2 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.3 The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor—not the County—has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less

than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity

requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Parks and Recreation
Attention: Susan M. Garcia, C.P.M.
3800 Cornucopia Way, Suite C
Modesto, CA 95358

To Contractor: A & A Portables, Inc.
 Attention: Mike King
 201 Roscoe Road

 Modesto, Ca 95357

14. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

15. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction

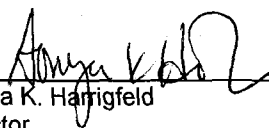
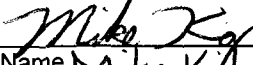

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

(signatures on the next page)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS Department of Parks and Recreation Department of Environmental Resources</p> <p>By: <u></u> Sonya K. Harrigfeld Director</p> <p>Date: <u>5/28/09</u> "County"</p>	<p>A & A PORTABLES, INC.</p> <p>By: <u></u> Name: Mike Kyhg Title: President</p> <p>Date: <u>5-26-09</u> "Contractor" A & A Portables</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Thomas E. Boze Deputy County Counsel</p>	

**EXHIBIT A
SCOPE OF WORK**

This Master Agreement is for sanitation servicing of County owned portable toilets, pumping of County vault toilets, lift stations and septic tanks, disposal of waste pumped from the portable toilets, vault toilets, lift stations and septic tanks; rental of Contractor owned portable toilets (including servicing of these units), and repair of County owned portable toilets. The portable toilets, vault toilets, lift stations and septic tanks are located at various Department of Parks and Recreation and Department of Environmental Resources locations.

Individually written and executed Project Authorizations (Exhibit B) shall be issued by the County to authorize the servicing, pumping or rental of the units at various Department of Parks and Recreation and Department of Environmental Resources locations identified in each Project Authorization. A County Purchase Order shall be issued to authorize the repair of the County owned portable toilets. The Purchase Order shall reference this Master Agreement Number. All terms and conditions in the Master Agreement shall apply to the Project Authorization and Purchase Order. As each project is authorized against this Master Agreement, the Contractor shall develop the project cost based on the unit/task price/rates outlined in the Master Agreement - Exhibit C.

A. DEFINITIONS

The following definitions are listed for the purpose of intent in the use of specific words:

CATEGORY	DESCRIPTION
Sanitation Servicing	Disinfect, clean, pump; remove and dispose of waste, sewage, debris from portable toilets as defined below and in the Scope of Service.
Dispose	
Regular Routine	Reoccurring service on a regularly scheduled basis (i.e. daily, weekly, bi-weekly, monthly, etc)
Seasonal Routine	Service during the summer use season from April 15 through October 15 each year.
Off Season Upon Request	Service at any time or day during the winter use season from October 16 through April 14 each year. Service shall be performed within 48 hours or less from the time the service call was made by the County.
Holiday Weekend Service	Service on Saturday, Sunday and Monday on during the weekend celebrating the following holidays: Memorial Day; Independence Day; and Labor Day.
Emergency	On-site within 2 hours from County notification.
Clean	Removal of waste, trash, dirt, dust, stains, spots, odors and film (dirt, grease, etc.) disinfecting units including replacement of chemicals to assure masking of odors, spraying of units with air freshener, (dumping of trash on the ground is unacceptable) and replacing supplies (i.e. toilet paper and protective seat liners).
Pump Out	Completely remove waste from all units.
Waste	Includes sewage and debris.
Waste Tanks	Vault tank, septic tank, portable toilet tank, lift station
Sewage	Liquid, semi-liquid, and solid waste matter.
Debris	All other refuse found in the vault toilets, portable toilets, lift stations and septic tanks to include but not limited to items such as the following: Cans, bottles, rocks, sticks, and logs, deer heads, animal carcasses, clothing, plastic bags and containers, metal products, pinecones, waste food products, cardboard and paper products, whole rolls of toilet paper, toilet paper dispensers, tools, diapers and sanitary napkins, miscellaneous trash, etc. All of this debris shall be removed from the vault/tank when the vault/tank is pumped.
County Owned Units	Portable toilet units owned by the County.
Rental	Portable toilet units owned by a Contractor and rented to the County.
As Needed	Additional servicing throughout the year, upon request of a County Representative within 72 hours from the request.
Repair	Furnish a cost estimate to the County and upon County approval replace missing, damaged or defective items by furnishing and installing new items within the mutually agreed timeframe.

CATEGORY	DESCRIPTION
Standard Unit with Standard Roof and Urinal	Inside Height – 80 “; Outside Height 87.5; Inside Base 41” x 41”; Outside Base 43” x 47”; Door Height 79”; Roof 43.75” x 43.75”; Weight with Wood skid 200 lbs; Weight with molded skid 161 lbs; Tank Capacity 60 gallons; Material - High Molecular Weight polyethylene; Color – Tan; toilet paper dispenser; toilet seat and lid; door hinges; air vents; screens; urinal; locked from the inside.
ADA with Roof and Urinal	(Must meet all ADA standards) Inside Height – 87”; Outside Height – 89”; Inside Base 73”; Outside Base 77” x 64”; Door Opening 35.5 “ x 80”; Roof 74” x 61”; Weight 290 lbs; Tank Capacity 40 gallons; Material – High Molecular Weight Polyethylene; Color – Tan; urinal; locked from the inside; Air vents; Screens; Spring loaded magnetic door closes automatically; Wheelchair accessible with grab bars. Interior space allows wheelchair to turn 360 degrees; toilet seat; door hinges; grab bar; toilet paper dispenser; door handles.

SERVICE REQUIREMENTS

B. SCOPE OF WORK

The Work includes, but is not limited to, the Contractor providing all the labor, supervision, equipment, vehicles, transportation, repairs, chemicals, materials and supplies to perform servicing, pumping and disposing of waste and sanitation and cleaning services on County owned portable toilets units at the Stanislaus County Department of Parks and Recreation and Department of Environmental Resources specified locations; and rental, servicing, pumping and disposing of waste and cleaning and repairing of Contractor owned portable toilet rental units; and servicing, pumping and disposing of waste from County owned vault toilets, lift stations and septic tanks. The County anticipates service requirements as Regular routine, Seasonal routine, Holiday, Off-Season, As Needed and Emergency. The Contractor shall have their trucks permitted through the Stanislaus County Department of Environmental Resources annually. Transportation and disposal of the waste from waste compartments/tanks to the treatment facility shall be done with the vehicle meeting local, federal and state licensing and safety regulations, ordinances, and department policies and shall be properly insured.

Handling of all waste material and chemicals shall be in accordance with all applicable California State Occupational Health and Safety regulations.

1. County Owned Portable Toilets Service Requirements

It is the intent of the County that these portable toilets be maintained at a high standard of cleanliness as identified below. These specifications are intended to indicate an acceptable level of servicing, pumping and disposing of all waste in tanks, cleaning, sanitizing and professionalism to be provided by the Contractor. All items not specifically included but found to be necessary to properly service, pump/dispose of waste, clean and sanitize the portable toilets, shall be included as though written into the specifications. No fuel recovery surcharge/fee shall apply to this Agreement.

Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, repairs, chemicals, materials and supplies to perform servicing, pumping and disposing of all sewage and debris in tanks, cleaning, and sanitation of the County owned portable toilets units as specified in the below frequency schedule. Contractor’s servicing of the units at a minimum shall include, but not be limited to:

- Contractor shall provide all materials necessary for provision of services described herein;
- Servicing of the units as identified below and in the frequency schedules of each Project Authorization;
- Completely clean and sanitize the units (i.e. remove waste, dirt, dust, stains, spots, odors and film, dirt, grease; wash and clean interior, all seats, walls, doors, floors; and knock down spider webs etc.);
- Clean the toilet seat and cover with a commercial grade bactericide;
- Pump out waste;
- Complete removal of all waste (i.e. sewage and debris) products by emptying out waste compartments;

- Extreme care shall be taken by the Contractor to prevent any spillage of waste during the cleaning process. In the event of a spill, the Contractor shall clean the area contaminated by the spillage in accordance with OSHA – HS guidelines;
- Clean the interior of the waste holding tank with a commercial grade cleaner;
- The waste tank shall be recharged with a sufficient quantity of chemicals and fresh water to ensure an odorless unit;
- Disinfect units;
- Spray units with air freshener;
- Properly dispose trash that has been left in the units (dumping of the trash on the ground is unacceptable);
- Restock and replace supplies (e.g. toilet paper) at each servicing. Contractor to furnish toilet paper. Toilet shall hold sufficient rolls of toilet tissue to last between Contractor visits;
- Replace urinal blocks when needed;
- At the time of servicing, the Contractor shall notify the County Representative of any damage to the units due to vandalism, graffiti, accident, storm or otherwise;
- The Contractor shall notify the County Representative of any repairs the units may need and provide a cost estimate to repair the units;
- Immediately after servicing and sanitizing chemical portable units, Contractor shall enter the date and time the unit was serviced. This data shall be annotated on a service tag or label adhered to the inside of the unit door. Also, information will be entered on a Service Report of County's choosing. This form shall be turned in at the end of each service date for each toilet serviced that day to the County's Representative. The County's Representative shall verify the service was performed based upon periodic inspection of the units by the County Representative;
- The Contractor shall maintain the portable toilet units to keep them fly proof, clean and in sanitary condition. The County's representative may conduct inspections of the toilets, at any time, to insure compliance with this requirement;
- Contractor shall be in compliance with the California Code of Regulations, title 22, Chapter 41 prohibited chemical toilet Additives, paragraphs 67410.1, 67410.2, 67410.3, and 67410.4. 8 and CAL-OSHA –HS guidelines, rules and regulations as it pertains to prohibited chemical toilet additives;
- Contractor shall be in compliance with California Health and Safety Code 25163 and persons transporting only septic tank, cesspool, seepage pit, or chemical toilet waste that does not contain a hazardous waste originating from other than the body of a human or animal and who hold an unrevoked registration issued by the health officer or the health officer's authorized representative pursuant to the Health and Safety Code Division 104, Part 13, Chapter 4 Article 1 (commencing with Section 117400) are exempt from the requirements of subdivision (a) of the Health and Safety Code 25163;
- Dumping of waste shall be in accordance with applicable Federal, State, Local Laws, Ordinances and regulations. All costs associated with the containment and/or disposal of waste shall be borne solely by the Contractor;
- If during the course of servicing, there are incidences of foreign objects disposed of in the toilet tanks, the Contractor shall screen waste to be dumped from waste tanks, to ensure that cans, bottles, rags, cloth, or any foreign objects are not in the waste tank.

a. Project Management/Supervision

The Contractor shall provide supervisors/project managers to ensure the performance of the work. The Contractor's supervisors/project managers shall perform monthly site visits with the County's representative to monitor their employees and ensure the performance of the work. The Contractor's supervisor/project manager shall have full authority to act for the Contractor during performance of work. The Contractor shall provide the landline and cellular phone number of the supervisor/project manager so that he/she may be contacted at all times during & after normal work hours. The Contractor's supervisor/project manager shall contact County personnel within thirty (30) minutes of a request from the County representative. The Contractor shall, before initiating the performance of work provide the County with a written list of all employees who shall perform the work under this contract. The list shall include the full name of each employee. The Contractor shall notify the County's Representative, in writing, of any addition or deletion to the personnel roster within twenty-four (24) hours of such change. When directed by the County Representative, the Contractor shall remove any employee from assignment to perform services under the Agreement for any reasons of misconduct or breaches of security in connection with his/her employment and when failure to perform services could result in health and safety issues.

Contractor shall provide communications capability for the Contractor's supervisor/project manager to allow constant communications contact between the Contractor's supervisor/project manager and the County's representative.

Each of the Contractor's trucks shall be equipped with communications equipment to allow for constant communication between Contractor's project manger/supervisor and Contractor's drivers regarding portable toilet additions, relocations, or problems and their location. If a cellular phone is to be used for communications, the Contractor shall provide the cellular phone number(s) to the County's representative(s) upon start of the contract. County shall supply the Contractor with the County Representatives cell phone number to keep communication open.

The Contractor shall be responsible for instructing their employees in safety measures considered appropriate. The Contractor shall use some means of communication to inform people when there is possible exposure to bleach or other chemicals that may come in contact with skin or clothing.

b. Frequency of Service for County Owned Portable Toilets

The following is the frequency of servicing within each category. The County reserves the right to make changes to the frequency of service as warranted.

CATEGORY	FREQUENCY	DURATION
Routine Seasonal	As identified per each location listed below	April 15 – October 15
Routine Regular	1 time per week	Year Round basis every Wednesday
Holiday Weekend - 3 day Holiday	As identified per each location listed below	October 16 – April 14
Off-Season	1 time per week or on call as needed basis within 48 hours from County notice	October 16 – April 14
As Needed	Within 72 hours from County notice	Anytime
Emergency	Within 2 hours from County notice	Any time

Contractor shall dispose of all wastes in accordance with State, Federal, County, Local, and Environmental laws, ordinances, policies, guidelines and requirements.

c. Quantities/Frequencies and Service Locations

Toilets are located throughout various County Department of Parks and Recreation and Department of Environmental Resource locations as listed in each subsequent Project Authorization issued.

2. County Owned Vault Toilets, Septic Tanks and Lift Station Service Requirements

The Contractor shall provide all the labor, materials, biobased products, chemicals, bioenzymes, tools, equipment, supervision, transportation, and incidentals necessary to furnish, on an on-call basis, pump out and disposal service of vault toilets, septic tanks and lift stations in various locations within the Department of Parks and Recreation jurisdiction. The pump out and disposal service shall include the Contractor taking extreme care to prevent any spillage of waste during the pumping process. In the event of a spill, the contractor shall clean the area contaminated by the spillage in accordance with OSHA – HS guidelines. Biobased products shall conform to the Department of Agriculture (USDA) Designated Biobased Products List (DBPL) whenever practicable. Contractor shall provide data for their biobased solvents and cleaners to document biobased content, and source of biobased material (i.e. particular crop or livestock). No fuel recovery surcharge/fee shall apply to this Agreement;

Contractor shall refill vault toilets, septic tanks and lift stations with fresh water and replace appropriate chemicals to assure masking of odors. Waste shall be pumped and disposed of in accordance with all local, state and federal regulations. If during the course of pumping, there are incidences of foreign objects disposed of in the toilet tanks, the contractor shall screen waste to be dumped from tanks/vaults/lift stations to ensure that cans, bottles, rags, cloth, or any foreign objects are not in the waste tank.

Use clam rakes or long handled grabber to remove as much of the debris as possible before trying to pump out the waste. This procedure will help stir up the contents of the vault and break up the dense concentration of waste typically located just under the toilet riser (the impact zone). By removing most or all of the debris before pumping, the Contractor will find that the 4 inch hose will not clog so often and the liquid portion of the contents will not be removed before the thicker solids are removed.

All debris removed from the vault shall be disinfected in accordance with the State of California Health and Safety Code prior to placing into a leak proof container so that no contamination to the surrounding ground results.

If the bottom of the vault is flat, then the waste shall be removed down to within 4-5 inches of the bottom. At this point the 4-inch hose shall begin to suck air (vortexing) and further removal will be slow. Remove any further debris that was not removed during the initial raking.

If the bottom of the vault is sloped (all vaults should be sloped a minimum of 1 inch per ft), then pump the waste down (at the deep end) to where the hose begins to suck air. Remove any remaining debris.

Clean up and disinfect all contaminated areas resulting from the pumping process. Sweep and wash all waste that is deposited on the concrete surrounding the vault tanks/septic tanks/lift stations, back into the vault if possible. Any waste running off the edge of the concrete, onto the dirt or into the gravel edge, will be an attractant for flies, a potential health risk and an odor problem. This problem should be avoided.

a. Project Management/Supervision

The Contractor shall provide supervisors/project managers to ensure the performance of the work. The Contractor's supervisors/project managers shall perform monthly site visits with the County's representative to monitor their employees and ensure the performance of the work. The Contractor's supervisor/project manager shall have full authority to act for the contractor during performance of work. The Contractor shall provide the land line and cellular phone number of the supervisor/project manager so that he/she may be contacted at all times during & after normal work hours. The Contractor's supervisor/project manager shall contact County personnel within thirty (30) minutes of a request from the County representative. The Contractor shall, before initiating the performance of work provide the County with a written list of all employees who shall perform the work under this contract. The List shall include the full name of each employee. The Contractor shall notify the County's Representative, in writing, of any addition or deletion to the personnel roster within twenty-four (24) hours of such change. When directed by the County Representative, the Contractor shall remove any employee from assignment to perform services under the Agreement for any reasons of misconduct or breaches of security in connection with his/her employment and when failure to perform services could result in health and safety issues.

Contractor shall provide communications capability for the Contractor's supervisor/project manager to allow constant communications contact between the Contractor's supervisor/project manager and the County's representative.

Each of the Contractor's trucks shall be equipped with communications equipment to allow for constant communication between Contractor's project manager/supervisor and Contractor's drivers regarding portable toilet additions, relocations, or problems and their location. If a cellular phone is to be used for communications, the Contractor shall provide the cellular phone number(s) to the County's representative(s) upon start of the contract. County shall supply the Contractor with the County Representatives cell phone number to keep communication open.

The Contractor shall be responsible for instructing their employees in safety measures considered appropriate. The Contractor shall use some means of communication to inform people when there is possible exposure to bleach or other chemicals that may come in contact with skin or clothing.

b. Service Frequency

Service frequency for County owned Septic Tank / Vault Toilets/Lift Stations are in each individual Project Authorization issued against this Master Agreement.

c. Location

Location of units are identified in each individual Project Authorization issued against this Master Agreement.

3. Supplier Owned Portable Toilet Service Requirements (Rental Units) on an as needed basis

The Contractor shall furnish all labor, tools, materials, vehicles, equipment, transportation, supervision and other items necessary to provide rental, delivery, relocation, pick-up, service, and repair of portable toilets at various County Department of Parks and Recreation and Department of Environmental Resources sites on

an as needed basis. The Contractor shall provide supervisors/project managers to ensure the performance of the work. The Contractor's supervisor/project manager shall have full authority to act for the contractor during performance of work. The Contractor shall provide the landline and cellular phone number of the supervisor/project manager so that he/she may be contacted at all times during & after normal work hours. The Contractor's supervisor/project manager shall contact County personnel within thirty (30) minutes of a request from the County representative. The Contractor shall, before initiating the performance of work provide the County with a written list of all employees who shall perform the work under this contract. The list shall include the full name of each employee. The Contractor shall notify the County's Representative, in writing, of any addition or deletion to the personnel roster within twenty-four (24) hours of such change. When directed by the County Representative, the Contractor shall remove any employee from assignment to perform services under the Agreement for any reasons of misconduct or breaches of security in connection with his/her employment and when failure to perform services could result in health and safety issues.

a. Hours of Operation

Services under this Agreement shall be performed during daylight hours, including Saturday, Sunday and Holidays.

b. Performance

Delivery shall include set up, servicing and removal of any unit that is no longer in a serviceable condition or the County no longer has a need. Each portable toilet shall be in serviceable condition. Each item of equipment or property furnished under this contract shall be in safe operational condition, and shall comply with the Federal Safety Standards, the American National Standards, and State Safety Regulations applicable to this equipment or property. If the County's representative determines that any item of equipment or property furnished is not suitable for performance under this contract, the County's representative shall promptly inform the contractor in writing. COLLAPSIBLE PORTABLE TOILETS ARE NOT ACCEPTABLE. The Contractor shall provide all materials necessary for provision of services described herein. The portable toilets shall meet the following standards:

- Portable toilets shall have no holes in the walls or chemical leaks.
- Doors, hinges and latches shall operate as intended in original design.
- Each toilet shall be completely enclosed with roof ventilation to release odors. Vents shall be screened to preclude the entry of insects.
- Material used for construction of the toilets shall be FIBERGLASS or PLASTIC and be impervious to moisture or treated with an effective sealer. All construction joints shall be sealed and contoured to prevent accumulation of dirt.
- All toilets shall be sand colored completely, painted with lusterless enamel finish on the exterior.
- Container tanks shall be water tight with outside vents secured to the tanks. The tanks shall be constructed of heavy gauge galvanized metal, plastic, or fiberglass.
- Each toilet shall be equipped with toilet tissue, tissue holder, toilet seats cover, and urinal.
- Toilet shall hold sufficient rolls of toilet tissue to last between contractor visits.
- The doors shall be self-closing, tight fitting (within 1/2 inch of door frame), and shall have an inside lock and outside handle.
- The urinals and toilet seat shall be rustproof and of a material having a non-absorbent finish. Urinals shall be securely fastened to the tank or structure.
- Urinal drains shall have adequate drain flow and/or gravity feed to the holding tank to prevent overflow from the urinal fixture.

c. Location

Toilets shall be placed in various County Department of Parks and Recreation and Department of Environmental Resource locations at the direction of the County Representative(s) and in accordance with the Project Authorizations issued against this Master Agreement.

d. Provided Service

As needed rental service shall include, but not be limited to the following:

- The frequency of servicing shall occur as requested by the County Representative.

- Completely clean and sanitize the units (i.e. remove waste, dirt, dust, stains, spots, odors and film, dirt, grease; wash and clean interior, all seats, walls, doors, floors; and knock down spider webs etc.);
- Clean the toilet seat and cover with a commercial grade bactericide;
- Complete removal of all waste (i.e. sewage and debris) products by emptying out waste compartments;
- Extreme care shall be taken by the contractor to prevent any spillage of waste during the cleaning process. In the event of a spill, the contractor shall clean the area contaminated by the spillage in accordance with OSHA – HS guidelines.
- Clean the interior of the waste holding tank with a commercial grade cleaner;
- The waste tank shall be recharged with a sufficient quantity of chemicals and fresh water to ensure an odorless unit.
- Disinfect units;
- Spray units with air freshener;
- Properly dispose trash that has been left in the units (dumping of the trash on the ground is unacceptable);
- Restock and replace supplies (e.g. toilet paper) at each servicing. Contractor to furnish toilet paper. Toilet shall hold sufficient rolls of toilet tissue to last between Contractor visits;
- Replace urinal blocks when needed;
- At the time of servicing, the Contractor shall notify the County Representative of any damage to the units due to vandalism, graffiti, accident, storm or otherwise;
- Immediately after servicing and sanitizing chemical portable units, Contractor shall enter the date and time the unit was serviced. This data shall be annotated on a service tag or label adhered to the inside of the unit door. Also, information will be entered on a Service Report of County's choosing. This form shall be turned in at the end of each service date for each toilet serviced that day to the County's Representative. The County's Representative shall verify the service was performed based upon periodic inspection of the units by the County Representative;
- The Contractor shall maintain the portable toilet units to keep them fly proof, clean and in sanitary condition. The County's representative may conduct inspections of the toilets, at any time, to insure compliance with this requirement;
- Contractor shall be in compliance with the California Code of Regulations, title 22, Chapter 41 prohibited chemical toilet Additives, paragraphs 67410.1, 67410.2, 67410.3, and 67410.4. 8 and CAL-OSHA –HS guidelines, rules and regulations as it pertains to prohibited chemical toilet additives;
- Contractor shall be in compliance with California Health and Safety Code 25163 and persons transporting only septic tank, cesspool, seepage pit, or chemical toilet waste that does not contain a hazardous waste originating from other than the body of a human or animal and who hold an unrevoked registration issued by the health officer or the health officer's authorized representative pursuant to the Health and Safety Code Division 104, Part 13, Chapter 4 Article 1 (commencing with Section 117400) are exempt from the requirements of subdivision (a) of the Health and Safety Code 25163.
- All costs associated with the containment and/or disposal of waste shall be borne solely by the contractor;
- If during the course of rotations, there are incidences of foreign objects disposed of in the toilet tanks, the contractor shall screen waste be dumped from waste tanks, to ensure that cans, bottles, rags, cloth, or any foreign objects are not in the waste tank;
- No fuel recovery surcharge/fee shall apply to this Agreement;
- Contractor shall be responsible for repairs and replacement of their units due to damage resulting from vandalism, accident, storm or otherwise. The Contractor shall make repair or replacement of the unit within seventy-two (72) hours of notification by the County Representative.
- Toilets shall be placed on a level surface with the door facing away from prevailing winds and anchored down to prevent tipping over during high wind conditions. The County shall not be responsible for any damage caused by winds.
- Each toilet shall be imprinted with the Contractor's name and shall be individually numbered. Letters and numbers shall be either white or brown and 3 inches high. In addition, the toilets shall be marked with the following: PRIVATE PROPERTY DO NOT MOVE TO ANOTHER LOCATION.

e. Initial Delivery and Relocation of Units:

- i. Each line item on the contract schedule will be regarded as an initial delivery point. All moves not listed in the original schedule will be considered relocations and treated as additional work.
- ii. Delivery points will be identified by FOB names.

- iii. The Contractor shall coordinate with the County's Representative(s) at each site to assure that toilets are placed at the correct locations.
- iv. The Contractor shall remove toilets from locations or support areas within forty-eight (48) hours after performance period has ended or upon request of the County Representative(s).

f. Insurance/Indemnity:

Contractor shall provide rental units and the insurance and indemnity clause of the attached sample agreement shall apply to any rental units.

g. Notification/Response

The project manager/supervisor shall be accessible by regular or cellular phone twenty-four (24) hours every day.

h. Dumping of Waste

Dumping of waste shall be in accordance with applicable Federal, State, Local Laws, Ordinances and regulations. All costs associated with the containment and/or disposal of waste from the tanks shall be borne solely by the Contractor.

i. County's Representative and Their Authority:

The County's representative(s)/project manager(s) shall be responsible for the administration of the contract but will not be authorized to change any of the terms and conditions of the contract. No oral statements of any person, whomsoever, will in any manner or degree modify or otherwise affect the terms of this contract. The County's Contracting Officer shall be the only person authorized to approve changes in any of the requirements under this contract, notwithstanding any provisions contained elsewhere in this contract, and said authority shall remain solely with the Contracting Officer. The County's representative shall be limited to the authority specified in their letter of appointment. The County's representative may appoint a Site Manager as an assistant. The Site Manager is responsible for evaluating and reporting on contractor performance.

- j. Contractor shall provide communications capability for the Contractor's supervisor/project manager to allow constant communications contact between the Contractor's supervisor/project manager and the County's representative.

Each of the Contractor's trucks shall be equipped with communications equipment to allow for constant communication between Contractor's project manager/supervisor and Contractor's drivers regarding portable toilet additions, relocations, or problems and their location. The Contractor shall provide the landline and cellular phone number of the supervisor/project manager so that he/she may be contacted at all times during & after normal work hours.

4. Quality Assurance Standards

County complaints shall not exceed four (4) complaints per quarter (three-month period). The County Representative shall notify the County's Department of Environmental Resources Contract Administrator for appropriate action if any of the performance objectives exceed the four (4) complaints per quarter.

5. Quality Assurance Procedures

If the County Representative observes unacceptable service either incomplete or not performed, for any of the above performance objectives, the County Representative shall contact the Department's Contract Administrator and the Contract Administrator shall obtain the appropriate documentation to record the complaint. The Contract Administrator shall meet with County Representative and Contractor on a semi-annual basis to discuss performance and develop resolutions as needed.

6. Quality Control Plan

Contractor shall submit their Quality Control Plan showing how they intend to meet the County's performance standards for each task and subtask associated with this Agreement.

7. Performance Requirement

Requirements Item No.	Performance Standard	Method of Assessment
1. Servicing (pump and dispose of all waste in tanks and recharge tanks with chemicals and fresh water), cleaning, sanitizing County Owned Portable Toilet Units (All)	100% High standard of servicing (pump and dispose of all waste in tanks and recharge tanks with chemicals and fresh water), cleaning, sanitizing in accordance with the scope of work listed in Section B – Scope of Work Items 1 and 1a –c.	100% initial visual inspection
2. Pump and dispose of all waste in County's vault toilets and septic tanks, and lift stations and recharge tanks/lift stations with chemicals and fresh water (All)	100% Pump and Dispose all waste in Tanks/Vaults/Lift Stations and recharge tanks/lift stations with chemicals and fresh water as needed in accordance with Section B – Scope of Work Item 2.	100% initial visual inspection
3. Furnish Contractor owned rental and provide servicing of the rental units. Servicing (pump and dispose of all waste in tanks and recharge tanks with chemicals and fresh water), cleaning, sanitizing (All)	100% labor, tools, materials, vehicles, equipment, transportation, supervision and other items necessary to provide rental, delivery, relocation, pick-up, service, and repair of portable toilets in accordance with the scope of work listed in Section B – Scope of Work Items 3 a –i.	100% initial inspection

8. Hours of Operation

Generally, servicing shall be between the hours of operations listed below for each site. Occasional emergency pumping may be required, and may be outside the listed hours of operation. Response time for any emergency shall be within four (4) hours of County Notification.

LOCATION	TIME	DAYS
Woodward Reservoir	4:00 a.m.	See Scheduled days
Modesto Reservoir	7:00 a.m. – 12:00	See Scheduled days
Morgan Road	9:00 AM-1:00 PM	Fridays and Saturdays for residence; Wednesdays for small businesses;
Fink Road	9:00 AM-1:00 PM	
	8:00 a.m. to 4:30 p.m.	Monday -Saturday. Closed Jan. 1, July 1, Thanksgiving and December 25
Leroy Fitzsimons Park	Anytime	See Scheduled days
La Grange Park	7:00 a.m. – 6:00 p.m.	See Scheduled days
La Grange OHV	5:00 a.m. – 6:00 p.m.	See Scheduled days
Community Parks – Parks Shop	6:00 a.m.–2:00 p.m.	See Scheduled days
Community Parks – Park Lawn	6:00 a.m.–2:00 p.m.	See Scheduled days
Community Parks - Fox Grove Fishing Access	6:00 a.m.–2:00 p.m.	See Scheduled days
Community Parks-Las Palmas Fishing Access	6:00 a.m.–2:00 p.m.	See Scheduled days
Turlock Fishing Access	7:00 a.m.-3:00 p.m.	See Scheduled days
Kiwanis Youth Camp	7:00 a.m.- 3:00 p.m.	See Scheduled days
Basso Bridge Fishing Access	7:00 a.m.-3:00 p.m.	See Scheduled days
Niel Hansen Fishing Access	Any time	Wednesday
Shilo Fishing Access	Any time	Wednesday
Riverdale	Any time	Wednesday
Frank Raines	7 a.m. – 3 p.m.	As Needed

9. Conduct of Personnel

The Contractors and Contractor's employees shall make every reasonable effort to prevent interference with the normal use and occupancy of recreation areas while engaged in the performance of the work.

10. Resource Damage

Any damage or defacement that occurs to County's property or land resources during the Contractor's operations shall be repaired at the Contractors expense to it original condition. The County's representative prior to acceptance of work shall make Onsite inspection.

11. Equipment

The Contractor shall furnish all toilet pumping equipment, tank truck (a truck that can reverse the suction process and create a pressure force is (preferred) so that the inevitable clogged lines can be more easily cleaned), tools, approved disinfectant, and other equipment and supplies necessary to perform work in accordance with these specifications. A four-inch (minimum size) suction hose and attachment couplings shall be utilized to accomplish all pumping requirements. The length of hose must be long enough to accomplish the required pumping. All equipment used in performance of this Work shall be in good condition meeting OSHA requirements.

Some suggested tools are: Two 6 foot long clam rakes with 6 inch long tines (the tines shall be completely dulled or rounded on the ends to prevent the tines from injuring the pumper or his/her helpers and from puncturing any rubber or synthetic liners that may be present in the vault), a long handled grabber, plastic bags to haul away all the miscellaneous debris, brushes designed for cleaning up the spilled waste, and containers to mix the cleaning and disinfecting solutions in.

Use clam rakes or long handled grabber to remove as much of the debris as possible before trying to pump out the waste. This procedure will help stir up the contents of the vault and break up the dense concentration of waste typically located just under the toilet riser (the impact zone). By removing most or all of the debris before pumping, the Contractor will find that the 4 inch hose will not clog so often and the liquid portion of the contents will not be removed before the thicker solids are removed.

All debris removed from the waste tanks/lift stations shall be placed into a leak proof container so that no contamination to the surrounding ground will result.

12. Conduct of Personnel

Contractor and Contractor's employees shall make every reasonable effort to prevent interference with the normal use and occupancy of recreation areas while engaged in the performance of the Work.

Due to the nature of the duties under this Agreement, the Contractor and Contractor's employees shall keep themselves and equipment presentable at all times. When directed by the County Representative, the Contractor shall remove any employee from assignment to perform services under the Agreement for any reasons of misconduct or breaches of security (including but not limited to Contractor's employees incompetence, carelessness, being discourteous to the public, or is otherwise objectionable, or for theft, possession and/or removal of materials, supplies, equipment or any Government owned property) in connection with his/her employment and when failure to perform services could result in health and safety issues.

13. Past Performance

Contractors shall submit a list of clients for past and present similar projects covering the past three (3) years. Provide: contract name, address, phone number, fax number, e-mail address. The County shall survey these clients to obtain past performance information (quality, timeliness, cost control, business relationships) related to the Contractor's work.

14. Security, Safety, Health and Environmental Requirements

The Contractor shall fully comply with all applicable security, safety, health and environmental requirements in force and as amended from time to time while upon any operations area owned by the County. Failure to comply may result in termination of the contract and removal of the contractor.

- Contractor shall be responsible for the safety and health of its employees, agents, subcontractors and on site vendors.

- Contractor shall fully comply with all applicable local, state and/or federal rules, regulations, codes, ordinances, and/or laws including but not limited to any applicable environmental, OSHA, NFPA and ANSI standards.
- The Contractor shall be responsible for all costs incurred in relations to any release, cleanup and /or disposal of hazardous substance.
- The Contractor shall have their trucks permitted through the Stanislaus County Department of Environmental Resources annually.
- Contractor shall be in compliance with the California Code of Regulations, title 22, Chapter 41 prohibited chemical toilet Additives, paragraphs 67410.1, 67410.2, 67410.3, and 67410.4. 8 and CAL-OSHA –HS guidelines, rules and regulations as it pertains to prohibited chemical toilet addiives;
- Contractor shall be in compliance with California Health and Safety Code 25163 and persons transporting only septic tank, cesspool, seepage pit, or chemical toilet waste that does not contain a hazardous waste originating from other than the body of a human or animal and who hold an unrevoked registration issued by the health officer or the health officer's authorized representative pursuant to the Health and Safety Code Division 104, Part 13, Chapter 4 Article 1 (commencing with Section 117400) are exempt from the requirements of subdivision (a) of the Health and Safety Code 25163 and all other.

C. TRANSPORTATION

Title or Ownership of any hazardous waste transported as a result of this Agreement passes to the Contractor at the point the carrier accepts the waste.

D. COMPENSATION

Compensation shall be for work actually completed, not work in progress.

1. Contractor shall be compensated for the services specified in each Project Authorization issued against this Master Agreement based on a firm fixed unit price basis, not to exceed the total amount and as set forth in Exhibit C – Rate Schedule of this Master Agreement.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **\$728,200.00** including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

E. PAYMENT DISCOUNT

Payment discount: 3% for payment within 28 calendar days, which shall be computed from the date service is rendered and accepted by the County or the date a proper detailed invoice and all back up documentation (i.e. Service Report) is received, whichever is later.

F. INVOICING

Contractor shall invoice the County on a monthly basis and reference Agreement Number, Project Authorization Number and Purchase Order number on all invoices submitted to the County for payment. Invoices shall include detailed information as to the date(s) and quantities of units serviced and a copy of the Service Report identified on page 10 of this Agreement, bullet point 11, shall be included with invoice at time of submission by the Contractor for payment by the County.

The remit to address is:

Stanislaus County
Attention: Accounts Payable
3800 Cornucopia Way
Suite C
Modesto, CA 95358

G. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such

termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

H. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA. The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA), which are applicable to the work to be accomplished pursuant to this Agreement. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the contractor or any of the Contractor's employees shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this Agreement, the Contractor shall immediately give written notice to the County of such violation.

I. WORK SCHEDULE

Consultant is obligated to perform, in a timely manner, the services and work provided for under this Agreement. It is understood by Consultant that the performance of these services and work shall require the Consultant to perform the services and work in conformance with a work schedule agreed to by the parties in each Project Authorization executed against this Master Agreement.

J. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

K. REMOVAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this Agreement.

If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of this Agreement, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee shall be removed from all work under this Agreement.

L. MULTI-YEAR CONTRACTS

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the County shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination.

M. BUDGET OUT CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Work, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an agreement amendment to Contractor to reflect the reduced amount.

N. COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA), which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Contractor or any of the Contractor's employees shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the County of such violation.

OSHA Compliance: All services, training and materials, equipment provided by Contractor must comply with current California State Division of Industrial Safety Orders and requirements stipulated by Occupational Safety and Health

Administration (OSHA), Department of Transportation (DOT), DTSC and any applicable regulatory agency requirements. Contractor shall ensure that all personnel performing services under the contract shall have received training appropriate to their assigned tasks and that this training is current (including any subcontractors).

Contractor warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment shall not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

O. ILLEGAL ALIEN LABOR

Contractor shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of California Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with the terms stated within. The Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price.

(Intentionally left blank)

SAMPLE

**EXHIBIT B
PROJECT AUTHORIZATION NO. 00-00**

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement Number A032009 For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and [COMPANY NAME] ("Contractor"), on _____, 2009.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform _____ services as requested by the County under the Master Agreement and this Project Authorization and as set forth below in Section C- Compensation.

C. Compensation

The Contractor shall be compensated for the Scope of Work provided under this Project Authorization and in accordance with the terms and conditions of the Master Agreement as follows:

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price

1. Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C. The specified unit costs shall include direct salary costs, employee benefits, overhead, profit and fuel fees. These rates are not adjustable for the performance period set forth in this project and scope of work.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$ _____, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Payment and Invoicing

1. Contractor shall be compensated for services rendered and accepted under this Master Agreement and Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
2. Contractor shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C, location and description of service.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County Department of _____
 Attention: _____

E. Project Authorization Period

Services will commence on or about _____, 200_ and be completed by _____, 200_.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 00-00 on _____, 200_.

COUNTY OF STANISLAUS
Department of Environmental Resources
Department of Parks and Recreation

CONTRACTOR NAME

By: _____
Sonya K. Harrigfeld
Director

By: _____
Name
Title

"County"
APPROVED AS TO FORM:
Michael H. Krausnick
County Counsel

"Contractor"

SAMPLE

By: _____
Name
Deputy County Counsel

**EXHIBIT C
RATE SCHEDULE**

Below is a firm fixed unit price, rate schedule for the Contractor to perform the services identified below and in Exhibit A of the Master Agreement and each separately executed Project Authorization or Service Purchase Order against the Master Agreement by the County. The service purchase order shall be used only for rental or repair services. All Service Purchase Orders issued against this Master Agreement must reference the Master Agreement Number A032009.

The below rate schedule is in effect through the term of this Agreement. No rate increases shall be considered or allowed for the duration of this Agreement. NO FUEL RECOVERY CHARGES ARE ALLOWED DURING THE TERM OF THIS AGREEMENT.

Note: The quantities of items to be serviced, the frequency of servicing and the locations may vary during the term of this Agreement. The County reserves the right to increase or decrease quantities and add or delete locations in accordance with the County's business needs.

Servicing of County Owned Portable Toilets

The following firm fixed unit price are all inclusive billable rates that include but are not limited to the following: labor, benefits, taxes, overhead/general & administrative (G&A), direct and indirect costs, profit, and ancillary charges such as copies, faxes, telephone, postage, paper clips, binders, cellular phone charges, computer charges, transportation, fees, fuel, equipment, chemicals, materials, supplies, etc., relating to the sanitation servicing, pumping and disposing of waste from the County owned portable toilets.

Years 1 through 5 of the Agreement Term:

Quantity Of Units	Type	Location to be Serviced	Service Category	Cleaning Frequency	Days for Servicing	Approx Occurrences per Year	**Firm Fixed Unit Price
1+	Standard	*Various	*Various	*Various	*Various	*Various	\$10.00
1+	ADA	*Various	*Various	*Various	*Various	*Various	\$10.00

* Actual locations to be serviced, service category, cleaning frequency, day for servicing and approximate occurrences per year shall be identified on the executed Project Authorization issued against this Master Agreement.

**The Firm Fixed Unit Price of \$10.00 represents the price for the Contractor to service one (1) unit, one (1) time. The following is an example on how to arrive at an extended total for servicing more than one (1) unit, more than one (1) time per day, more than one day per week, more than one occurrence per year. (i.e. 5 Units x 2 times per day x 3 days per week x 26 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 5 x 2 x 3 x 26 x \$10.00 = \$7,800.00)

Servicing of County Owned Vault Toilets, Lift Stations and Septic Tanks

The following firm fixed unit price billable rates include: labor, benefits, taxes, overhead/general & administrative (G&A), direct and indirect costs, profit, and ancillary charges such as copies, faxes, telephone, postage, paper clips, binders, cellular phone charges, computer charges, transportation, fees, fuel, equipment, etc., to perform services to pump and dispose of waste from County owned vault toilets, lift stations and septic tanks.

Years 1 through 5 of the Agreement Term:

Quantity	Type	Location to be Serviced	Service Category	Cleaning Frequency	*Firm Fixed Unit Price
1+	Septic Tank, Tank Size Approx 1600 – 2000 gallons	Various	As Needed	As Needed	\$200.00
1 +	1 flush restroom with septic tank, Tank Size Approx 1600 – 2000 gallons	Various	As Needed	As Needed	\$200.00
1 +	Vaulted Restroom, Tank Size Approx Two 1000 gallon Tanks	Various	As Needed	As Needed	\$200.00
1 +	Septic Tanks Approx 1000 gallons	Various	As Needed	As Needed	\$200.00
1 +	Lift Stations Approx 1000	Various	As Needed	As Needed	\$200.00

*The Firm Fixed Unit Price of \$200.00 represents the price for the Contractor to service one (1) unit/type, one (1) time. The following is an example on how to arrive at an extended total for servicing more than one (1) unit/type (i.e. 5 Vaulted Restrooms, Tank Size Approx Two 1000 gallon Tanks x \$200.00 = extended Amount; or 5 x \$200.00 = \$1,000.00)

Daily Rental of Contractor Owned Portable Toilet

The following firm fixed unit price billable daily rental rates include: labor, benefits, taxes, overhead/general & administrative (G&A), direct and indirect costs, profit, and ancillary charges such as copies, faxes, telephone, postage, paper clips, binders, cellular phone charges, computer charges, transportation, fees, fuel, equipment, etc., supplies such as toilet paper, seat liners etc., for Contractor to furnish, deliver to locations identified by the County, service and pick up Contractor Owned Portable Toilet(s).

Years 1 – 5 of this Agreement Term:

Quantity	Type	Location	Service Category	Color	Service Frequency	Unit Price
1+	Standard as defined in the "Definition Section"	Any	Regular Routine	Tan	Daily Rental – Servicing on an as needed basis	\$10.00
1+	ADA as defined in the "Definition Section"	Any	Regular Routine	Tan	Daily Rental – Servicing on an as needed basis	\$10.00

Parts and Labor to Repair County Owned Portable Toilets

The following is a list of parts that frequently need to be replaced or repaired in the County Owned Portable Toilets. The unit price of the part includes delivery and installation.

Quantity	Description	Part #	Manufacturer	Unit Price (includes delivery and installation)
1-10	Toilet Seat with Toilet Seat Cover	10570	Satellite	\$25.00 / ea
11 +	Toilet Seat with Toilet Seat Cover	10570	Satellite	\$20.00 / ea
1-5	Doors	12614	Satellite	\$290.00 / ea
6 - 10	Doors	12614	Satellite	\$280.00 / ea
11+	Doors	12614	Satellite	\$270.00 / ea
1 +	Hinges	13266	Satellite	\$ 10.00 / ea
1- 10	Roofs	16045	Satellite	\$100.00 / ea
11+	Roofs	16045	Satellite	\$ 90.00 / ea
1- 10	Toilet Paper Dispensers	17082	Satellite	\$ 25.00 / ea
11 +	Toilet Paper Dispensers	17082	Satellite	\$ 20.00 / ea
1-10	Urinals	14119	Satellite	\$ 40.00 / ea
11+	Urinals	14119	Satellite	\$ 38.00 / ea
1-10	Air Vents	14133	Satellite	\$ 18.00 / ea
11+	Air Vents	14133	Satellite	\$ 10.00 / ea
1-5	Screens	14112	Satellite	\$ 5.00 / ea
6-10	Screens	14112	Satellite	\$ 4.00 / ea
11+	Screens	14112	Satellite	\$ 3.00 / ea
1+	ADA Compliant Grab Bars	15590	Satellite	\$ 90.00 / ea
1+	ADA spring loaded magnet door locks	16559	Satellite	\$ 85.00 / ea

PAYMENT DISCOUNT

Payment discount: 3% for payment within 28 calendar days, which shall be computed from the date service is rendered and accepted by the County or the date a proper detailed invoice and all back up documentation (i.e. Service Report) is received, whichever is later.



**DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES**
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
AND PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED SEPTIC TANKS AND LIFT STATIONS
LOCATED AT
MODESTO RESERVOIR, KIWANIS YOUTH CAMP, LA GRANGE PARK, LA GRANGE OHV**

PROJECT AUTHORIZATION NO. 09-001-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement Number A032009 For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLES, INC. ("Contractor"), on May 29, 2009.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform sanitation, pumping and disposal services of County owned portable units as outlined in the Master Agreement, Section B – Scope of Work, items 1, 1a, 1b and 1c; pumping and disposal services of County owned septic tanks as outlined in the Master Agreement, Section B – Scope of Work items 2, 2a, 2b, and 2c; as requested by the County under the Master Agreement terms and conditions; as requested under this Project Authorization and as set forth below in Section C- Frequency of Service and Compensation.

C. Frequency of Service and Compensation

The Contractor shall be compensated for the Scope of Work provided under this Project Authorization and in accordance with the terms and conditions of the Master Agreement as follows:

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
2	ADA	Modesto Reservoir	Routine Seasonal (April 15 – October 15)	1 time per week	(1 day) Monday (or if on a 3 day holiday weekend on Tuesday)	26	\$10.00	\$ 520.00
40	Standard	Modesto Reservoir	Routine Seasonal (April 15 – October 15)	1 time per week	1 day) Monday (or if on a 3 day holiday weekend on Tuesday)	26	\$10.00	\$10,400.00
2	ADA	Modesto Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1 time per day	(3 days) Saturday, Sunday and Monday	3	\$10.00	\$ 180.00

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrence per Year	Unit Price	Extended Total Price per Year
40	Standard	Modesto Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1 time per day	(3 days) Saturday, Sunday and Monday	3	\$10.00	\$ 3,600.00
8	Standard	Modesto Reservoir	Off Season (October 16 – April 14)	1 time per week	Monday	26	\$10.00	\$ 2,080.00
2	ADA	Modesto Reservoir	Off Season (October 16 – April 14)	1 time per week	Monday	26	\$10.00	\$ 520.00
8	Standard	Modesto Reservoir	As Needed	Within 72 hours from County's notice	Anytime (May include Saturdays)	As Needed	\$10.00	\$ *
2	ADA	Modesto Reservoir	As Needed	Within 72 hours from County's notice	Anytime (May include Saturdays)	As Needed	\$10.00	\$ *
2	Standard	Modesto Reservoir	As Needed	Within 72 hours from County's notice	Anytime (May include Saturdays)	As Needed	\$10.00	\$ *
2	Standard	La Grange Park	As Needed	Within 72 hours from County notice	Any time (May include Saturdays.)	As Needed	\$10.00	\$ **
2	Standard	La Grange Park OHV	As Needed	Within 72 hours from County notice	Any time (May include Saturdays.)	As Needed	\$10.00	\$ **

***NOTE:** Extended Total Price for these items vary based on amount of servicing requested.

County Owned Septic Tanks and Lift Stations

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
3	Septic Tanks, Approx 1000 gallons	Modesto Reservoir	As Needed	\$200.00	\$ *
2	Lift Stations, Approx 1000 gallons	Modesto Reservoir	As Needed	\$200.00	\$ *
2	Septic Tanks, Approx 1000 gallons	Kiwanis Youth Camp	As Needed	\$200.00	\$ *
1	Septic Tanks, Approx 1000 gallons	La Grange OHV Park	As Needed	\$200.00	\$ **

***NOTE:** Extended Total Price for these items vary based on amount of servicing requested.

- Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.

- 2. The following is an example on how to arrive at an extended total for servicing more than one (1) unit, more than one (1) time per day, more than one day per week, more than one occurrence per year. (i.e. 5 Units x 2 times per day x 3 days per week x 26 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 5 x 2 x 3 x 26 x \$10.00 = \$7,800.00)
- 3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$123,300.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Payment and Invoicing

- 1. Contractor shall be compensated for services rendered and accepted under this Master Agreement and Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
- 2. Contractor shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C of the Master Agreement, location and description of service.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
 Department of Parks and Recreation
 Attention: Accounting
 3800 Cornucopia Way, Suite C
 Modesto, CA 95358

E. Project Authorization Period

Services will commence on or about May 31, 2009 and be completed by May 30, 2014.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 09-001 on May 29, 2009.

COUNTY OF STANISLAUS
 Department of Environmental Resources
 Department of Parks and Recreation

By: 
 Sonya K. Harrigfeld
 Director

A & A PORTABLES, INC.

By: 
 Name Mike King
 Title President
 "Contractor"

"County"
 APPROVED AS TO FORM:
 John P. Doering
 County Counsel

By: 
 Thomas E. Boze
 Deputy County Counsel



**DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES**
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
AND PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED VAULTED TOILETS
LOCATED AT
WOODWARD RESERVOIR**

PROJECT AUTHORIZATION NO. 09-002-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement Number A032009 For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLES, INC. ("Contractor"), on May 29, 2009.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform sanitation, pumping and disposal services of County owned portable units as outlined in the Master Agreement, Section B – Scope of Work, items 1, 1a, 1b and 1c; pumping and disposal services of County owned septic tanks as outlined in the Master Agreement, Section B – Scope of Work items 2, 2a, 2b, and 2c; as requested by the County under the Master Agreement terms and conditions; as requested under this Project Authorization and as set forth below in Section C- Frequency of Service and Compensation.

C. Frequency of Service and Compensation

The Contractor shall be compensated for the Scope of Work provided under this Project Authorization and in accordance with the terms and conditions of the Master Agreement as follows:

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
74	Standard	Woodward Reservoir	Routine Seasonal (April 15 – October 15)	1 time per day	(3 days) Saturday, Sunday, Monday	26	\$10.00	\$ 57,720.00
4	ADA	Woodward Reservoir	Routine Seasonal (April 15 – October 15)	1 time per day	(3 days) Saturday, Sunday, Monday	26	\$10.00	\$ 3,120.00
74	Standard	Woodward Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1-2 times per day	(4 days) Friday, Saturday, Sunday and Monday	3	\$10.00	\$ 17,760.00*
4	ADA	Woodward Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1-2 time per day	(4 days) Friday, Saturday, Sunday and Monday	3	\$10.00	\$ 960.00*

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrence per Year	Unit Price	Extended Total Price per Year
1	Standard	Woodward Reservoir	Off Season (October 16 – April 14)	Within 48 hours from County Notice	Any time (May include Saturdays and Sundays)	As Needed	\$10.00	\$ **
1	ADA	Woodward Reservoir	Off Season (October 16 – April 14)	Within 48 hours from County Notice	Any time (May include Saturdays and Sundays)	As Needed	\$10.00	\$ **
74	Standard	Woodward Reservoir	As Needed	Within 72 hours from County notice	Anytime	As Needed	\$10.00	\$ **
4	ADA	Woodward Reservoir	As Needed	Within 72 hours from County notice	Anytime	As Needed	\$10.00	\$ **

* Extended Total Price includes 2 times per day frequency.

**NOTE: Extended Total Price for these items vary based on amount of servicing requested.

County Owned Vaulted Toilets

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
11	Vaulted restrooms, Tank size: Approx. Two 1000 gallon tanks each vaulted restroom	Woodward Reservoir	As Needed	\$200.00	\$ **
1	Septic Tank,	Woodward Reservoir	As Needed	\$200.00	\$ **

**NOTE: Extended Total Price for these items vary based on amount of servicing requested.

1. Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.
2. The following is an example on how to arrive at an extended total for servicing more than one (1) unit, more than one (1) time per day, more than one day per week, more than one occurrence per year. (i.e. 5 Units x 2 times per day x 3 days per week x 26 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 5 x 2 x 3 x 26 x \$10.00 = \$7,800.00)
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$527,800.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Payment and Invoicing

1. Contractor shall be compensated for services rendered and accepted under this Master Agreement and Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
2. Contractor shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C of the Master Agreement, location and description of service.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

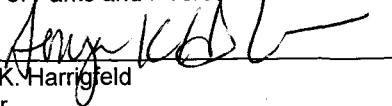
Stanislaus County
Department of Parks and Recreation
Attention: Accounting
3800 Cornucopia Way, Suite C
Modesto, CA 95358

E. Project Authorization Period

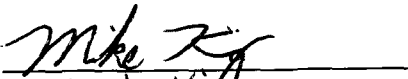
Services will commence on or about May 31, 2009 and be completed by May 30, 2014.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 09-002 on
May 29, 2009.


COUNTY OF STANISLAUS
Department of Environmental Resources
Department of Parks and Recreation

By: 
Sonya K. Harrigfeld
Director

A & A PORTABLES, INC.

By: 
Name Mike Kiley
Title President
"Contractor"

"County"
APPROVED AS TO FORM:
John P. Doering
County Counsel

By:  for
Thomas E. Boze
Deputy County Counsel



BOARD OF SUPERVISORS

2010 DEC -8 A 11: 48

DEPARTMENT OF PARKS AND RECREATION
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 3800 Cornucopia Way, Suite C
 Modesto, CA 95358
 Phone: (209) 525-6770
 Fax: (209) 525-6773

SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS AND PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED SEPTIC TANKS, LIFT STATIONS, VAULTED TOILETS AND FLUSH RESTROOMS LOCATED AT COMMUNITY PARKS AND FRANK RAINES PROJECT AUTHORIZATION NO. 09-003-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement Number A032009 For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLES, INC. ("Contractor"), on May 29, 2009.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform sanitation, pumping and disposal services of County owned portable units as outlined in the Master Agreement, Section B – Scope of Work, items 1, 1a, 1b and 1c; pumping and disposal services of County owned septic tanks as outlined in the Master Agreement, Section B – Scope of Work items 2, 2a, 2b, and 2c; as requested by the County under the Master Agreement terms and conditions; as requested under this Project Authorization and as set forth below in Section C- Frequency of Service and Compensation.

C. Frequency of Service and Compensation

The Contractor shall be compensated for the Scope of Work provided under this Project Authorization and in accordance with the terms and conditions of the Master Agreement as follows:

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
1	Standard	Niel Hansen Fishing Access	Routine Regular	1 time per week	Year round basis every Wednesday	52	\$10.00	\$ 520.00
1	ADA	Shilo Fishing Access	Routine Regular	1 time per week	Year round basis every Wednesday	52	\$10.00	\$ 520.00

County Owned Lift Stations, Vaulted Toilets, Flush Restrooms, and Septic Tanks

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
1	Lift Station, Tank size: Approx 1000 gallons	Frank Raines OHV	As Needed	\$200.00	\$ **
1	Septic Tank, Tank size: Approx 1600-2000 gallons	Community Parks -- Parks Shop	As Needed	\$200.00	\$ **

County Owned Lift Stations, Vaulted Toilets, Flush Restrooms, and Septic Tanks

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
1	Septic Tank, Tank Size: Approx 1600-2000 gallons	Community Parks – Park Lawn	As Needed	\$200.00	\$ **
1	Flush restroom with septic tank, Tank size: Approx. 1600 – 2000 gallons	Community Parks - Fox Grove Fishing Access	As Needed	\$200.00	\$ **
1	Vaulted restroom, Tank size: Approx. Two 1000 gallon tanks	Community Parks - Fox Grove Fishing Access	As Needed	\$200.00	\$ **
1	Septic Tank, Tank size: Approx 1600-2000 gallons	Community Parks - Las Palmas Fishing Access	As Needed	\$200.00	\$ **
1	Vaulted restroom, Tank size: Approx. Two 1000 gallon tanks	Turlock Fishing Access	As Needed	\$200.00	\$ **

****NOTE:** Extended Total Price for these items vary based on amount of servicing requested.

- Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.
- The following is an example on how to arrive at an extended total for servicing more than one (1) unit, more than one (1) time per day, more than one day per week, more than one occurrence per year. (i.e. 5 Units x 2 times per day x 3 days per week x 26 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 5 x 2 x 3 x 26 x \$10.00 = \$7,800.00)
- The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall not exceed \$24,400.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Payment and Invoicing

- Contractor shall be compensated for services rendered and accepted under this Master Agreement and Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
- Contractor shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C of the Master Agreement, location and description of service.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
Department of Parks and Recreation
Attention: Accounting
3800 Cornucopia Way, Suite C
Modesto, CA 95358

E. Project Authorization Period

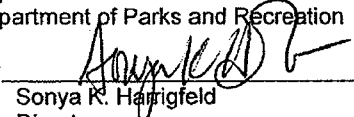
Services will commence on or about May 31, 2009 and be completed by May 30, 2014.

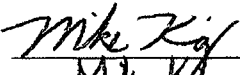
(signatures on the next page)

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 09-003 on May 29, 2009.

COUNTY OF STANISLAUS
Department of Environmental Resources
Department of Parks and Recreation

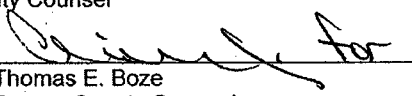
A & A PORTABLES, INC.

By: 
Sonya K. Harrigfeld
Director

By: 
Name Mike King
Title President
"Contractor"

"County"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 3800 Cornucopia Way, Suite C
 Modesto, CA 95358
 Phone: (209) 525-6770
 Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
 LOCATED AT
 FINK ROAD LANDFILL**

PROJECT AUTHORIZATION NO. 09-004-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement Number A032009 For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLES, INC. ("Contractor"), on May 29, 2009.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform sanitation, pumping and disposal services of County owned portable units as outlined in the Master Agreement, Section B – Scope of Work, items 1, 1a, 1b and 1c and as requested by the County under the Master Agreement terms and conditions; as requested under this Project Authorization and as set forth below in Section C- Frequency of Service and Compensation.

C. Frequency of Service and Compensation

The Contractor shall be compensated for the Scope of Work provided under this Project Authorization and in accordance with the terms and conditions of the Master Agreement as follows:

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
1	Standard	Fink Road Landfill	Routine Regular	1 time per week	Year round basis	52	\$10.00	\$ 520.00

1. Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.
2. The following is an example on how to arrive at an extended total for servicing one (1) unit, one (1) time per week, one day per week, more than one occurrence per year. (i.e. 1 Units x 1 times per day x 1 day per week x 52 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 1 x 1 x 1 x 52 x \$10.00 = \$520.00)
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$3,000.00** including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Payment and Invoicing

1. Contractor shall be compensated for services rendered and accepted under this Master Agreement and Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
2. Contractor shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C of the Master Agreement, location and description of service.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

Stanislaus County
Department of Department of Environmental Resources - Landfill
Attention: Accounting
4000 Fink Road
Crows Landing, CA 95313

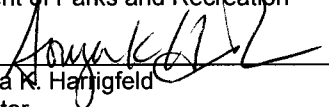
E. Project Authorization Period

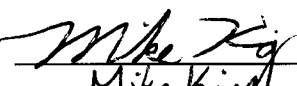
Services will commence on or about May 31, 2009 and be completed by May 30, 2014.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 09-004 on May 29, 2009.

COUNTY OF STANISLAUS
Department of Environmental Resources
Department of Parks and Recreation


A & A PORTABLES, INC.

By: 
Sonya K. Harjigfeld
Director

By: 
Name Mike King
Title President
"Contractor"

"County"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



**DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES**
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
LOCATED AT
1716 MORGAN ROAD, MODESTO, CALIFORNIA**

PROJECT AUTHORIZATION NO. 09-005-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement Number A032009 For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLES, INC. ("Contractor"), on May 29, 2009.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform sanitation, pumping and disposal services of County owned portable units as outlined in the Master Agreement, Section B – Scope of Work, items 1, 1a, 1b and 1c and as requested by the County under the Master Agreement terms and conditions; as requested under this Project Authorization and as set forth below in Section C- Frequency of Service and Compensation.

C. Frequency of Service and Compensation

The Contractor shall be compensated for the Scope of Work provided under this Project Authorization and in accordance with the terms and conditions of the Master Agreement as follows:

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
2	Standard	Morgan Road	Routine Regular	1 time per week	Year round basis	52	\$10.00	\$ 1,040.00

- Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.
- The following is an example on how to arrive at an extended total for servicing more than one (1) unit, one (1) time per week, one day per week, more than one occurrence per year. (i.e. 1 Units x 1 times per day x 1 day per week x 52 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 2 x 1 x 1 x 52 x \$10.00 = \$1,040.00)
- The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$5,200.00** including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Payment and Invoicing

- Contractor shall be compensated for services rendered and accepted under this Master Agreement and Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
- Contractor shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C of the Master Agreement, location and description of service.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

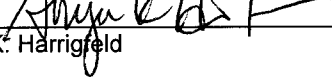
Stanislaus County
Department of Department of Environmental Resources
Attention: Accounting
3800 Cornucopia Way, Suite C
Modesto, CA 95358

E. Project Authorization Period

Services will commence on or about May 31, 2009 and be completed by May 30, 2014.

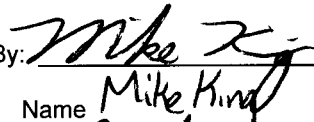
IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 09-005 on May 29, 2009.

COUNTY OF STANISLAUS
Department of Environmental Resources
Department of Parks and Recreation

By: 
Sonya K. Harrigfeld
Director

"County"

A & A PORTABLES, INC.

By: 
Name Mike King
Title President
"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By:  for
Thomas E. Boze
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

AMENDMENT NO. 1
TO
INDEPENDENT CONTRACTOR SERVICES MASTER AGREEMENT
A & A PORTABLE, INC

This Amendment No. 1 to the Agreement for Professional Services ("Amendment No. 1") by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLE, INC. ("Contractor") is made and entered into on July 21, 2009.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Exhibit A, is amended to add the following:

"P. BONDING

1.1 Performance Bond. Pursuant to Public Contract Code section 20129, prior to commencing the work, the Contractor shall execute and file a performance bond issued by a California admitted surety and approved as to form by the County in the amount of \$145,640, the estimated annual contract price. The Performance Bond shall be renewed annually for the duration of this Contract and for the faithful performance of the Contract.

1.2 Sufficiency of Surety. Before bonds are approved by the County and any work begins under the Contract, any surety insurer issuing a payment or performance bond shall submit to the County all of the documents required under Code of Civil Procedure section 995.660. All surety bonds shall be issued by an admitted surety insurer with assets exceeding liabilities in an amount equal to or in excess of the amount of the bond.

1.3 Non-exoneration of Bonds. Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this Agreement and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

2. The following is added to Exhibit C – Rate Schedule under the section titled "Daily Rental of Contractor Owned Portable Toilet:"

2009 JUL 23 A 11:52
BOARD OF SUPERVISORS


Quantity	Type	Location	Service Category	Color	Service Frequency	Unit Rental Price
1+	Standard with Hand Wash Station	Any	Regular Routine	Tan	Daily Rental – Servicing on an as needed basis	\$10.00

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS

Department of Environmental Resources

By: 
 Sonya K. Harrigfeld
 Director

Date: 7/20/09 "County"


A & A PORTABLE, INC.

By: 
 Name
 Title

Date: 7-6-09 "Contractor"

APPROVED AS TO FORM:

John P. Doering
 County Counsel

By:  for
 Thomas E. Boze
 Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

AMENDMENT NO. 2
TO
INDEPENDENT CONTRACTOR SERVICES MASTER AGREEMENT
A & A PORTABLE, INC

This Amendment No. 2 to the Agreement for Independent Contractor Services ("Amendment No. 2") by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLE, INC. ("Contractor") is made and entered into on June 14, 2010.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, the County has a need to rent a portable toilet for its Department of Environmental Resources Oakdale drop-off site to comply with government regulations; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

- 1. The following is added to Exhibit C – Rate Schedule:

Monthly Rental of Contractor Owned Portable Toilet

The following firm fixed unit price billable monthly rental rates include: labor, benefits, taxes, overhead/general & administrative (G&A), direct and indirect costs, profit, and ancillary charges such as copies, faxes, telephone, postage, paper clips, binders, cellular phone charges, computer charges, transportation, fees, fuel, equipment, etc., supplies such as toilet paper, seat liners etc., for Contractor to furnish, deliver to locations identified by the County, service and pick up Contractor Owned Portable Toilet(s). The Contractor shall perform servicing of the monthly rentals in accordance with the terms and conditions specified under Exhibit A, Section B, Item 3, Supplier Owned Portable Toilet Service Requirements (Rental Units) on an as needed basis.

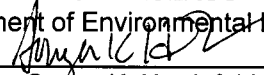
Years 2 – 5 of this Agreement Term:

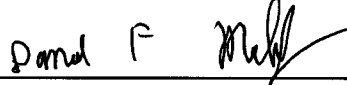
Quantity	Type	Location	Service Category	Color	Service Frequency	Unit Rental Price
1+	Standard with Hand Wash Station	Any	Regular Routine	Tan	*Servicing one time a month	\$45.00

*Note: This monthly rental includes servicing one time a month. Additional servicing is at \$10.00 per service call.

2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

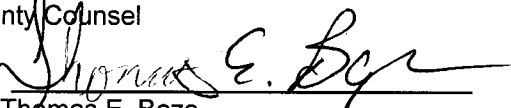
In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Environmental Resources
By: 
Sonya K. Harrigfeld
Director

A & A PORTABLE, INC.
By: 
Name
Title

"County"
Date: _____

"Contractor"
Date: June 14, 2010

APPROVED AS TO FORM:
John P. Doering
County Counsel
By: 
Thomas E. Boze
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 3800 Cornucopia Way, Suite C
 Modesto, CA 95358
 Phone: (209) 525-6770
 Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
 LOCATED AT
 1716 MORGAN ROAD, MODESTO, CALIFORNIA
 PROJECT AUTHORIZATION NO. 09-005-SMG**

AMENDMENT 1

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009.

Whereas, the County and Contractor entered into Project Authorization Number 09-005-SMG dated May 29, 2009, against Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"); and

Whereas, the Master Agreement, Exhibit A, Section B, Item 1b, provides for the County to make changes to the frequency of services as warranted; and

Whereas, Project Authorization 09-005-SMG, Section C – Frequency of Service and Compensation, provides for the frequency of servicing of the portable toilets to be one (1) time per week for approximately 52 occurrences per year; and

Whereas, the County has a need to decrease the frequency of service to a bi-weekly servicing effective the month of July 1, 2010; and

Whereas this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Project Authorization Number 09-005-SMG, Section C – Frequency of Service and Compensation, is amended as follows:

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
2	Standard	Morgan Road	Routine Regular	1 time every other week	Year round basis	26	\$10.00	\$ 520.00

1. Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.
2. The following is an example on how to arrive at an extended total for servicing more than one (1) unit, one (1) time per week, one day per week, more than one occurrence per year. (i.e. 1 Units x 1 times per day x 1 day every other week x 26 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 2 x 1 x 1 x 26 x \$10.00 = \$520.00)
3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$3,521.00** including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

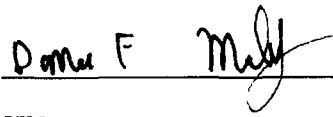
IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 09-005 on June 28, 2010.

COUNTY OF STANISLAUS
Department of Environmental Resources
Department of Parks and Recreation

By: 
Sonya K. Harrigfeld
Director

"County"

A & A PORTABLES, INC.

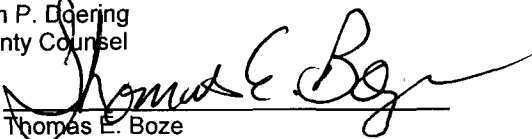
By: 

Name
Title

"Contractor"

APPROVED AS TO FORM:

John P. Diering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



**DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES**
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE
FROM COUNTY OWNED FLUSH SEPTIC TANK LOCATED AT
1200 Geer Road – Fox Grove Fishing Access**

PROJECT AUTHORIZATION NO. 11-002-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement Number A032009 For Independent Contractor Services*. This Project is made and entered into by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLES, INC. ("Contractor"), on January 5, 2012.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform sanitation, pumping and disposal services of County owned septic tanks as outlined in the Master Agreement, Section B – Scope of Work items 2, 2a, 2b, and 2c; as requested by the County under the Master Agreement terms and conditions; as requested under this Project Authorization and as set forth below in Section C- Frequency of Service and Compensation.

C. Frequency of Service and Compensation

County Owned Lift Stations, Vaulted Toilets, Flush Restrooms, and Septic Tanks

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
1	Septic Tank, Tank size: Approx 1000 gallons	1200 Geer Road, Fox Grove Fishing Access Mobile home located just above the fishing access.	As Needed	\$200.00	\$ **

****NOTE:** Extended Total Price for these items vary based on amount of servicing requested.

- Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.
- The following is an example on how to arrive at an extended total for servicing more than one (1) unit, more than one (1) time per day, more than one day per week, more than one occurrence per year. (i.e. 5 Units x 2 times per day x 3 days per week x 26 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 5 x 2 x 3 x 26 x \$10.00 = \$7,800.00)
- The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$200.00**, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Payment and Invoicing

- Contractor shall be compensated for services rendered and accepted under this Master Agreement and Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
- Contractor shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C of the Master Agreement, location and description of service.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

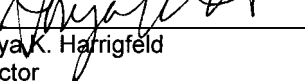
Stanislaus County
Department of Parks and Recreation
Attention: Accounting
3800 Cornucopia Way, Suite C
Modesto, CA 95358

E. Project Authorization Period

Services will commence on or about January 1, 2012 and be completed by May 30, 2014.


IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 11-002 on _____, 2012.

COUNTY OF STANISLAUS
Department of Environmental Resources
Department of Parks and Recreation

By: 
Sonya K. Harrigfeld
Director

"County"

A & A PORTABLES, INC.

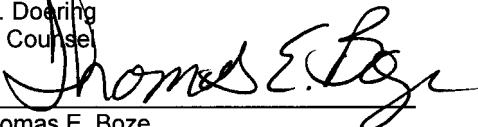
By:  - President

Name
Title

"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



BOARD OF SUPERVISORS

2011 OCT 14 A 11:08

Master Agreement Number A032009

**DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES**
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
LOCATED AT
GEER ROAD LANDFILL, MODESTO, CALIFORNIA**

PROJECT AUTHORIZATION NO. 11-001-SMG

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement Number A032009 For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLES, INC. ("Contractor"), on May 29, 2009.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform sanitation, pumping and disposal services of County owned portable units as outlined in the Master Agreement, Section B – Scope of Work, items 1, 1a, 1b and 1c and as requested by the County under the Master Agreement terms and conditions; as requested under this Project Authorization and as set forth below in Section C- Frequency of Service and Compensation.

C. Frequency of Service and Compensation

The Contractor shall be compensated for the Scope of Work provided under this Project Authorization and in accordance with the terms and conditions of the Master Agreement as follows:

County Owned Portable Toilets

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
1	Standard w/ Urinal	Geer Road	Routine Regular	1 time per week	1 Day (Tuesdays)	20 Weeks*	\$10.00	\$ 200.00 *

*Note: The County staff shall contact the Contractor on an as needed week by week basis if occurrences exceed the approximate 20 weeks initially authorized under this Project Authorization. Occurrences may exceed 20 weeks as there are other projects going on at this location where County personnel may have to use the toilets, but in no case shall the expenditures against this Project Authorization exceed the maximum amount of expenditure of \$800.00 authorized under this Agreement.

The County shall provide the Contractor a key to front gate in order to service the County Owned Portable Toilet. Contractor shall return the key to County, upon the expiration or termination of this Project Authorization.

- Contractor shall be compensated on a firm fixed unit price basis, based on the rate schedule in Exhibit C of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.
- The following is an example on how to arrive at an extended total for servicing more than one (1) unit, one (1) time per week, one day per week, more than one occurrence per year. (i.e. 1 Units x 1 times per day x 1 day per week x 52 approximate occurrences per year x \$10.00 the unit price = extended Amount; or 2 x 1 x 1 x 52 x \$10.00 = \$1,040.00)
- The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$800.00** including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. Payment and Invoicing

1. Contractor shall be compensated for services rendered and accepted under this Master Agreement and Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
2. Contractor shall submit a detailed invoice and appropriate Service Report upon completion of the service. The invoice is to include but not be limited to the following information: quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C of the Master Agreement, location and description of service.

Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

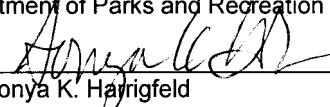
Stanislaus County
 Department of Environmental Resources
 Attention: Accounting
 P.O. Box 86
 Crows Landing, CA 95313

E. Project Authorization Period

Services will commence on or about August 30, 2011 and be completed by October 31, 2012.

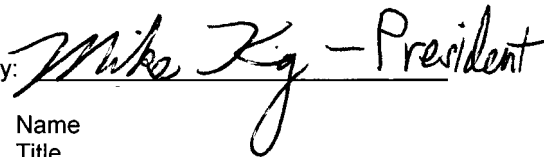
IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 11-001 on August 30, 2011.

COUNTY OF STANISLAUS
 Department of Environmental Resources
 Department of Parks and Recreation

By: 
 Sonya K. Harrigfeld
 Director


"County"

A & A PORTABLES, INC.

By: 
 Name
 Title

"Contractor"

APPROVED AS TO FORM:
 John P. Doering
 County Counsel

By: 
 Thomas E. Boze
 Deputy County Counsel



AMENDMENT NO. 3
TO
INDEPENDENT CONTRACTOR SERVICES MASTER AGREEMENT
A & A PORTABLE, INC

This Amendment No. 3 to the Agreement for Independent Contractor Services ("Amendment No. 3") by and between the COUNTY OF STANISLAUS ("County") and A & A PORTABLE, INC. ("Contractor") is made and entered into on April 7, 2014.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, this Agreement was amended by Amendment 1 dated July 20, 2009, and Amendment 2 dated June 14, 2010; and

Whereas, the County has a need to extend this Agreement for an additional seven (7) months or less, to allow the County to complete the invitation to bid and award process; and

Whereas, the County has a need to increase Exhibit A, Section D – Compensation, Item 2, by \$41,981 to allow for the service to be continued for an additional seven (7) months; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section 3 Term is amended to add:

"The extended term of this Agreement shall be from June 1, 2014, through December 31, 2014, or until a new Agreement for the servicing and renting of the toilets is fully executed."

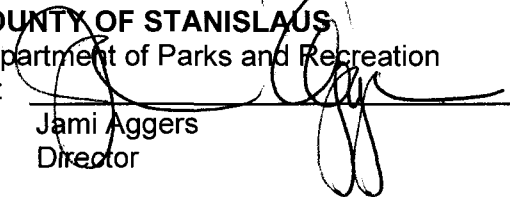
2. Exhibit A, Section D – Compensation, Item 2 is amended to add:


"The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$41,981.00.

The total Contractor's compensation for this Master Agreement shall not exceed a cumulative amount of Seven Hundred Seventy Thousand One Hundred and Eighty-One Dollars (\$770,181).

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

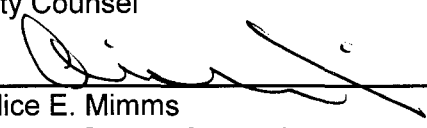
In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Parks and Recreation
By: 
Jami Aggers
Director

A & A PORTABLE, INC.
By: 
Name
Title

Date: 4/7/2014 "County"

Date: 4-2-14 "Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel
By: 
Alice E. Mimms
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
AND PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED SEPTIC TANKS AND LIFT STATIONS
LOCATED AT**

MODESTO RESERVOIR, KIWANIS YOUTH CAMP, LA GRANGE PARK, LA GRANGE OHV

PROJECT AUTHORIZATION NO. 09-001-SMG

AMENDMENT 1

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 and Project Authorization Number 09-001-SMG made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009. This Amendment Number 1 to Project Authorization Number 09-001-SMG ("Amendment No. 1") is made and entered into on April 7, 2014.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, the Master Agreement, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, the County has a need to extend this Project Authorization, Section E – Project Authorization Period for an additional seven (7) months or less, to allow the County to complete the invitation to bid and award process; and

Whereas, the County has a need to increase Section C – Compensation, Item 3, by \$10,000 to allow for the service to be continued for an additional seven (7) months; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – Project Authorization Period is amended to add:

"The extended term of this Agreement shall be from June 1, 2014, through December 31, 2014, or until a new Agreement for the servicing and rental of the toilets is fully executed."

2. Section C – Compensation, Item 3 is amended to add:

"The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$10,000.00.


The total Contractor's compensation for this Project Authorization shall not exceed a cumulative amount of One Hundred Thirty-Three Thousand Three Hundred Dollars (\$133,300)."

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

(Signatures on the next page)

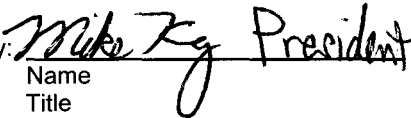
In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jami Aggers
Director


Date: 4/7/2014 "County"

A & A PORTABLE, INC.

By: 
Name
Title

Date: 4-2-14 "Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Alice E. Mimms
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
AND PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED VAULTED TOILETS
LOCATED AT**

WOODWARD RESERVOIR

PROJECT AUTHORIZATION NO. 09-002-SMG

AMENDMENT 1

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 and Project Authorization Number 09-002-SMG made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009. This Amendment Number 1 to Project Authorization Number 09-002-SMG ("Amendment No. 1") is made and entered into on April 7, 2014.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, the Master Agreement, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, the County has a need to extend this Project Authorization, Section E – Project Authorization Period for an additional seven (7) months or less, to allow the County to complete the invitation to bid and award process; and

Whereas, the County has a need to increase Section C – Compensation, Item 3, by \$30,000 to allow for the service to be continued for an additional seven (7) months; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – Project Authorization Period is amended to add:

"The extended term of this Agreement shall be from June 1, 2014, through December 31, 2014, or until a new Agreement for the servicing and rental of the toilets is fully executed."

2. Section C – Compensation, Item 3 is amended to add:

"The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$30,000.

The total Contractor's compensation for this Project Authorization shall not exceed a cumulative amount of Five Hundred Fifty-Seven Thousand Eight Hundred Dollars (\$557,800)."

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

(Signatures on the next page)

In witness whereof, the parties have executed this Amendment on the date written above.

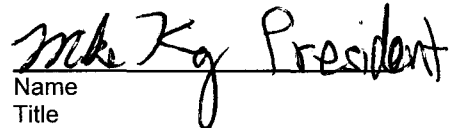
COUNTY OF STANISLAUS

Department of Parks and Recreation

By: 
Jami Aggers
Director

Date: 4/7/2014 "County"


A & A PORTABLE, INC.

By: 
Name: Mike Ky
Title: President

Date: 4-2-14 "Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Alice E. Mimms
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
AND PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED SEPTIC TANKS, LIFT STATIONS, VAULTED
TOILETS AND FLUSH RESTROOMS
LOCATED AT**

COMMUNITY PARKS AND FRANK RAINES

PROJECT AUTHORIZATION NO. 09-003-SMG

AMENDMENT 1

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 and Project Authorization Number 09-003-SMG made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009. This Amendment Number 1 to Project Authorization Number 09-003-SMG ("Amendment No. 1") is made and entered into on April 7, 2014.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, the Master Agreement, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, the County has a need to extend this Project Authorization, Section E – Project Authorization Period for an additional seven (7) months or less, to allow the County to complete the invitation to bid and award process; and

Whereas, the County has a need to increase Section C – Compensation, Item 3, by \$620 to allow for the service to be continued for an additional seven (7) months; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – Project Authorization Period is amended to add:

"The extended term of this Agreement shall be from June 1, 2014, through December 31, 2014, or until a new Agreement for the servicing and rental of the toilets is fully executed."

2. Section C – Compensation, Item 3 is amended to add:

"The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$620.

The total Contractor's compensation for this Project Authorization shall not exceed a cumulative amount of Twenty-Five Thousand and Twenty Dollars (\$25,020.00)."

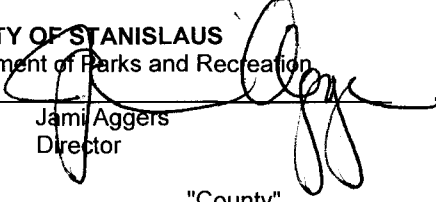
3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

(Signatures on the next page)

In witness whereof, the parties have executed this Amendment on the date written above.

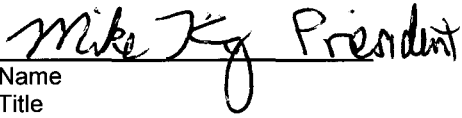
COUNTY OF STANISLAUS

Department of Parks and Recreation

By: 
Jami Aggers
Director

Date: 4/7/2014 "County"

A & A PORTABLE, INC.

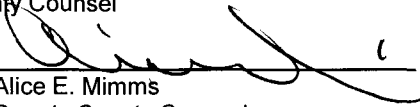
By: 
Name
Title

Date: 4-2-14 "Contractor"

APPROVED AS TO FORM:

John P. Doering

County Counsel

By: 
Alice E. Mimms
Deputy County Counsel



**DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES**
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
LOCATED AT**

FINK ROAD LANDFILL

PROJECT AUTHORIZATION NO. 09-004-SMG

AMENDMENT 1

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 and Project Authorization Number 09-004-SMG made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009. This Amendment Number 1 to Project Authorization Number 09-004-SMG ("Amendment No. 1") is made and entered into on April 7, 2014.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, the Master Agreement, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, the County has a need to extend this Project Authorization, Section E – Project Authorization Period for an additional seven (7) months or less, to allow the County to complete the invitation to bid and award process; and

Whereas, the County has a need to increase Section C – Compensation, Item 3, by \$240 to allow for the service to be continued for an additional seven (7) months; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – Project Authorization Period is amended to add:

"The extended term of this Agreement shall be from June 1, 2014, through December 31, 2014, or until a new Agreement for the servicing and rental of the toilets is fully executed."

2. Section C – Compensation, Item 3 is amended to add:

"The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$240."

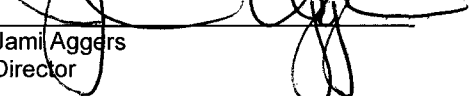
The total Contractor's compensation for this Project Authorization shall not exceed a cumulative amount of Three Thousand and Two-Hundred and Four Dollars (\$3,240)."

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

(Signatures on the next page)

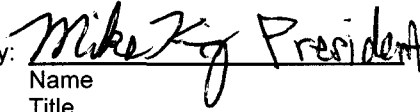
In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jami Aggers
Director

Date: 4/7/2014 "County"


A & A PORTABLE, INC.

By: 
Name
Title

Date: 4-2-14 "Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Alice E. Mimms
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
LOCATED AT**

1716 MORGAN ROAD, MODESTO, CALIFORNIA

PROJECT AUTHORIZATION NO. 09-005-SMG

AMENDMENT 2

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 and Project Authorization Number 09-005-SMG made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009. This Amendment Number 2 to Project Authorization Number 09-005-SMG ("Amendment No. 2") is made and entered into on April 7, 2014 2014.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, the Master Agreement, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, Amendment 1 dated June 28, 2010, decreased the not to exceed amount and frequency of service required; and

Whereas, the County has a need to extend this Project Authorization, Section E – Project Authorization Period for an additional seven (7) months or less, to allow the County to complete the invitation to bid and award process; and

Whereas, the County has a need to increase Section C – Compensation, Item 3, by \$280 to allow for the service to be continued for an additional seven (7) months; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – Project Authorization Period is amended to add:

"The extended term of this Agreement shall be from June 1, 2014, through December 31, 2014, or until a new Agreement for the servicing and rental of the toilets is fully executed."

2. Section C – Compensation, Item 3 is amended to add:

"The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$280."

The total Contractor's compensation for this Project Authorization shall not exceed a cumulative amount of Three Thousand Eight Hundred and One Dollars (\$3,801)."

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

(Signatures on the next page)


In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jami Aggers
Director

Date: 4/7/2014 "County"


A & A PORTABLE, INC.

By: 
Name: Mike Fig
Title: President

Date: 4-2-14 "Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Alice E. Mimms
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILET
LOCATED AT
GEER ROAD LANDFILL, MODESTO, CALIFORNIA**

PROJECT AUTHORIZATION NO. 11-001-SMG

AMENDMENT 1

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009; and Project Authorization Number 11-001-SMG made and entered into on August 30, 2011. This Amendment Number 1 to Project Authorization Number 11-001-SMG ("Amendment No. 1") is made and entered into on April 7, 2014.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, the Master Agreement, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, the County has a need to extend this Project Authorization, Section E – Project Authorization Period to allow the County to complete the invitation to bid and award process; and

Whereas, the County has a need to increase Section C – Compensation, Item 3, by \$791 to allow for the service to be continued; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – Project Authorization Period is amended to add:

"The extended term of this Agreement shall be from October 31, 2012, through December 31, 2014, or until a new Agreement for the servicing and rental of the toilets is fully executed."

2. Section C – Compensation, Item 3 is amended to add:

"The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$791.

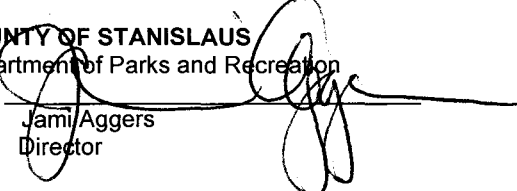
The total Contractor's compensation for this Project Authorization shall not exceed a cumulative amount of One Thousand and Five Hundred Ninety-One Dollars (\$1,591)."

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

(Signatures on the next page)

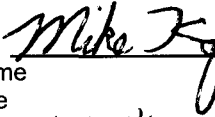
In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jami Aggers
Director

Date: 4/7/2014 "County"

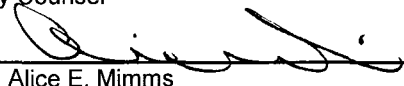
A & A PORTABLE, INC.

By:  President
Name
Title

Date: 4-7-14 "Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Alice E. Mimms
Deputy County Counsel



**DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES**
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE
FROM COUNTY OWNED FLUSH SEPTIC TANK LOCATED AT**

1200 GEER ROAD – FOX GROVE FISHING ACCESS

PROJECT AUTHORIZATION NO. 11-002-SMG

AMENDMENT 1

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009; and Project Authorization Number 11-002-SMG made and entered into on January 5, 2012. This Amendment Number 1 to Project Authorization Number 11-002-SMG ("Amendment No. 1") is made and entered into on April 7, 2014.

Whereas, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"), and

Whereas, the Master Agreement, Section 16 – Amendment, provides that the Agreement may be modified, changed, added to or subtracted from by mutual consent of the parties; and

Whereas, the County has a need to extend this Project Authorization, Section E – Project Authorization Period for an additional seven (7) months or less, to allow the County to complete the invitation to bid and award process; and

Whereas, the County has a need to increase Section C – Compensation, Item 3, by \$50 to allow for the service to be continued for an additional seven (7) months; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

1. Section E – Project Authorization Period is amended to add:

"The extended term of this Agreement shall be from June 1, 2014, through December 31, 2014, or until a new Agreement for the servicing and rental of the toilets is fully executed."

2. Section C – Compensation, Item 3 is amended to add:

"The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$50.

The total Contractor's compensation for this Project Authorization shall not exceed a cumulative amount of Two Hundred and Fifty Dollars (\$250)."

3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

(Signatures on the next page)

In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: _____

Jami Aggers
Director

Date: _____

4/7/2014

"County"

A & A PORTABLE, INC.

By: _____

Mike Ky
Name
Title

President

Date: _____

4-2-14

"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____

Alice E. Mimms
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS
AND PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED SEPTIC TANKS, LIFT STATIONS, VAULTED
TOILETS AND FLUSH RESTROOMS
LOCATED AT**

COMMUNITY PARKS AND FRANK RAINES

PROJECT AUTHORIZATION NO. 09-003-SMG

AMENDMENT 2

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project Authorization Amendment shall be subject to the terms and conditions set forth in *Master Agreement For Independent Contractor Services* number A032009 and Project Authorization Number 09-003-SMG made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on May 29, 2009. This Amendment Number 2 to Project Authorization Number 09-003-SMG ("Amendment No. 2") is made and entered into on October 31st, 2014 and is effective immediately.

WHEREAS, the County and Contractor entered into Project Authorization Number 09-003-SMG dated May 29, 2009, against Master Agreement for Independent Contractor Services dated May 29, 2009 ("the Agreement"); and

WHEREAS, the Project Authorization Amendment 1 dated April 7, 2014, extended the term in Section "E"– Project Authorization Period through December 31, 2014, or until a new Agreement for the servicing and rental of the toilets is fully executed and increased Section "C" – Compensation, Item 3, by \$620 to allow for the service to be continued for an additional seven (7) months; and

WHEREAS, the Master Agreement's Exhibit "A" – Scope of Work, Section "B", 1 (c) Quantities/Frequencies and Service Locations provides that are listed in each subsequent Project Authorization issued.

WHEREAS, Exhibit "C" - Rate Schedule of the Master Agreement provides that the quantities of items to be serviced, the frequency of servicing and the locations may vary during the term of this Agreement. The County reserves the right to increase or decrease quantities and add or delete locations in accordance with the County's business needs; and

WHEREAS, the County has a need to add the routine servicing of two County owned portable toilets located at the Frank Raines Day Use Area; and

WHEREAS, the County has a need to increase Section "C", Item 3, of the Project Authorization by \$200 to pay the Contractor for the servicing of the additional units; and

WHEREAS, this amendment is for the mutual benefit of County and Contractor;

NOW, THEREFORE, the County and Contractor agree as follows:

1. Section "C" – Frequency of Service and Compensation under this Project Authorization, is amended to include the following:

"County Owned Portable Toilets

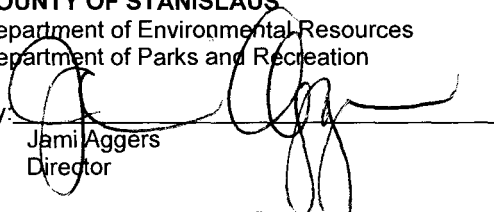
Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price Per Year
1	Standard	Frank Raines Day Use Area	As Needed	Within 72 hours from County Notice	Any time (May include Saturdays)	As Needed	\$50.00**	\$*
1	ADA	Frank Raines Day Use Area	As Needed	Within 72 hours from County Notice	Any time (May include Saturdays)	As Needed	\$50.00**	\$*

*NOTE Extended Total Price for all items may vary based on amount of servicing requested.

- Contractor shall be compensated on a firm fixed unit price basis. The above rates are based on the rate schedule in Exhibit "C" of the Master Agreement. The specified unit costs include direct salary costs, employee benefits, overhead, profit and fuel fees, etc. These rates are not adjustable for the term of the Master Agreement.
- **The Contractor shall charge the County a minimum per trip service fee when Contractor services the County owned portable toilets at Frank Raines. The minimum per trip fee for providing this service is \$100 per trip. This minimum fee shall be applied as follows: If the County requests the Contractor to service one (1) County owned portable unit at Frank Raines, the total amount to be paid the Contractor for servicing the one (1) unit is \$100. However, if the County requests the Contractor to service two (2) County owned portable units at Frank Raines, the total amount to be paid the Contractor for servicing the two (2) units is \$100.
- The following is an example on how to arrive at an extended total for servicing more than one (1) unit, more than one (1) time per day, more than one day per week, more than one occurrence per year. (i.e. 1 Units x 1 times per day x 1 day per week x 52 approximate occurrences per year x \$10.00 (the unit price) = extended Amount; or 1 x 1 x 1 x 52 x \$10.00 = \$520.00).
- The parties hereto acknowledge the maximum amount to be paid to the Contractor in the extended term of this Agreement shall not exceed \$820.
- The total Contractor's compensation for this Project Authorization shall not exceed a cumulative amount of Twenty-Five Thousand and Twenty Dollars (\$25,220.00)."
- Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 2 to Project Authorization No. 09-003-SMG on October 31st, 2014.

COUNTY OF STANISLAUS
 Department of Environmental Resources
 Department of Parks and Recreation

By: 
 Jami Aggers
 Director


"County"

A&A PORTABLES INC.

By: 
 Mike King
 President

"Contractor"

APPROVED AS TO FORM:
 John P. Doering
 County Counsel

By: 
 Alice E. Mimms
 Deputy County Counsel