

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

DEPT: Parks and Recreation

BOARD AGENDA # *B-7

Urgent

Routine

AGENDA DATE January 6, 2015

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

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; 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; pumping and disposal of waste from County owned septic tanks; and lift stations at various facilities throughout Stanislaus County at a cost not to exceed \$520,915 through December 9, 2019.
- 2) Authorize the Director of the Department of Environmental Resources and Parks and Recreation, or designee, to sign Master Agreement A062714.

(Continued on next page)

FISCAL IMPACT:

If approved, the Master Agreement for Independent Contractor Services is not to exceed \$520,915. The not to exceed total includes a contingency of \$55,000. The Departments of Environmental Resources and Parks and Recreation both have the need for sanitation servicing, pumping, and disposal of waste from County owned portable toilets, as well as the pumping and disposal of waste from County owned septic tanks and lift stations at various park locations throughout the County and at the Fink Road Landfill.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2015-14

On motion of Supervisor Monteith, Seconded by Supervisor De Martini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Christine Ferraro
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; Pumping and Disposal of Waste from County Owned Septic Tanks; and Lift Stations at Various Facilities Throughout Stanislaus County

STAFF RECOMMENDATIONS (CONTINUED):

- 3) Authorize the Director of Environmental Resources and Parks and Recreation, or designee, to sign individual Project Authorizations during calendar years 2014 through 2019 providing that the cumulative total does not exceed the contract amount of \$520,915.
- 4) Authorize the Director of Environmental Resources and Parks and Recreation, or designee, to sign amendments to the Master Agreement for an overall total not to exceed \$520,915.

FISCAL IMPACT (CONTINUED):

Appropriations for these services are included in the Departments' Fiscal Year 2014-2015 approved budgets. The on-going costs for succeeding years will be included in the annual budgets.

DISCUSSION:

The General Services Agency (GSA), Purchasing Division posted an Invitation to Bid on April 11, 2014, on behalf of the Departments of Environmental Resources and Parks and Recreation. Bids were opened on June 12, 2014, and responses were received from two bidders including A & A Portables and Windmill Septic. The A & A Portables bid package came in at \$827,235 and Windmill Septic's was \$1,050,203. A & A Portables was chosen as the lowest, responsible bidder.

The bids came in higher than the Master Agreement not to exceed amount of \$520,915 because Parks desired to include cleaning and toilet paper replenishment in the new service for the vaulted toilets. When pricing came in too high, the services for the vaulted toilets were eliminated. The costs were also reduced for the final agreement when Woodward Reservoir reduced the number of portable toilets to be serviced from 74 to 15.

This Master Agreement, Number A062714 (Attachment A), is for: sanitation servicing, pumping, and disposal of waste from County owned portable toilets; 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 Off-Highway Vehicle Park, Fink Road Landfill, the Household Hazardous Waste Facility at 1710 Morgan Road, Modesto, and the Geer Road Landfill. This contract also includes the ability to rent contractor owned portable toilets (including servicing of these units), and the repair of 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 of contractor owned portable toilet units.

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

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 units, septic tanks, vaulted toilets, and lift stations at various park 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.

POLICY ISSUE:

Approval of this action supports the Board's priorities of A Safe and Healthy Community and Efficient Delivery of Public Services by providing portable toilet units and servicing of these units for the public. The Departments of Environmental Resources and Parks and Recreation strive to establish safe and healthy environments while delivering public services of benefit to the community.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT:

Jami Aggers, Director of Departments of Environmental Resources and Parks and Recreation

Telephone: 209-525-6770

ATTACHMENT:

A. Master Agreement- Number A062714



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 Portables, Inc. ("Contractor") on January 7, 2015.

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 Project Authorization, Exhibit "B" – Sample, those services and work set forth in each "Project Authorization – Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work are, by this reference, made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. A Project Authorization issued by the Department of Environmental Resources and the Department of Parks and Recreation Director shall approve each project where the cost of the Work or Services does not exceed the maximum "not to exceed" amount for this Master Agreement.

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 shall 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 the Project Schedule attached to each separately approved Project Authorization. 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" – Rate Schedule**, attached hereto and made a part of this Agreement, and for the tasks set forth on separately approved Project Authorizations.

2.2 Except as expressly provided in this Agreement or in a separately approved scope of work contained within the Project Authorization - see sample 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

3.1 The term of this Agreement shall be from **December 9, 2014**, until **December 9, 2019**. The term for each separately approved Project Authorization 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 Authorization completion date go beyond the Agreement end date of **December 9, 2019**.

3.2 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.

3.3 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.

3.4 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 – Scope of Work, 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 Authorization, 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.

6.4 For General Liability Insurance, Automobile Insurance and 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.

6.5 The Contractor's insurance coverage shall be endorsed to state that 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 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"** – Scope of Work, 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

10.1 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.

10.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

10.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

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.

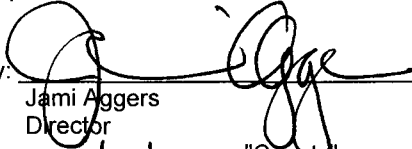
20. Governing Law and Venue

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.

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

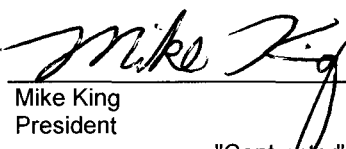
[Signatures appear on next page]

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

By: 
Jami Aggers
Director
"County"

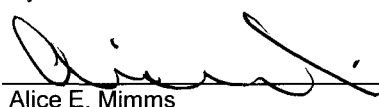
Date: 1/7/15

A&A PORTABLES, INC.

By: 
Mike King
President
"Contractor"

Date: 11-20-14

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Alice E. Mimms
Deputy County Counsel

**EXHIBIT A
SCOPE OF WORK**

1. OVERVIEW

The County of Stanislaus (County), on behalf of its Department of Parks and Recreation and Department of Environmental Resources, has entered into this Master Agreement for the following sanitation services:

- 1.1. Sanitation servicing of County-owned portable toilet units and vault toilet units;
- 1.2. Pumping of County-owned vault toilet units, lift stations and septic tanks;
- 1.3. Disposal of waste pumped from County-owned portable toilet units, vault toilet units, lift stations and septic tanks;
- 1.4. Rental of Contractor-owned portable toilet units (including servicing of these units); and
- 1.5. Repair of County-owned portable toilet units.

The portable toilet units and rentals, vault toilet units, lift stations and septic tanks are located at various Department of Parks and Recreation and Department of Environmental Resources locations throughout Stanislaus County.

Individually written and executed Project Authorizations (See Sample Project Authorization - Exhibit "B") shall be issued by the County to authorize the servicing and pumping 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 and for the rental of Contractor owned portable toilet units. The Purchase Order shall reference this Master Agreement Number. All terms and conditions in this Master Agreement shall apply to the Project Authorizations and Purchase Orders. 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 this Master Agreement.

2. 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, vault toilets, septic tanks and lift stations as defined below and in the Scope of Service.
Dispose	Complete and proper removal of all waste (i.e. sewage and debris) products by emptying of waste compartments.
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 Friday, Saturday, Sunday and Monday or 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).

DEFINITIONS CONTINUED	
CATEGORY	DESCRIPTION
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.
Liquid Waste	Such fluids as wastewater, refuse, and other discarded materials in liquid form
Debris	All other refuse found in the vault toilets, portable toilets, lift stations and septic tanks, including but not limited to, items such as the following: cans, bottles, rocks, sticks, 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 or cleaned.
County Owned Units	Portable toilet units owned by the County. (Brand name Tufway and Freedom 2, tan color. (www.satelliteindustries.com))
County Owned Vault Toilets	Vault toilet units owned by the County.
Rental	Portable toilet units owned by 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 by means of a County issued Purchase Order, replace missing, damaged or defective items by furnishing and installing new items within the mutually agreed timeframe.
Service Report	Contractor shall enter the date and time the unit was serviced on a service tag or label adhered to the inside of the unit door. This same information shall be entered on a Service Report. The Service Report shall be turned in to the County Representative at the end of each service date for each toilet serviced that day.
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.
Portable Toilet on a Trailer	Single-wheeled Portable Toilet with hand washing station; toilet paper dispenser; toilet seat and lid; door hinges; air vents; screens; locked from the inside.

3. SCOPE OF SERVICES

3.1. Overview

3.1.1. Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, repairs, chemicals, materials and supplies to perform the following:

- a. Sanitation Servicing, and repair services, as defined above, on County-owned portable toilet units;
- b. Rental of Contractor-owned portable toilet rental units and repair services, as described in Section 3.6 below
- c. Sanitation Servicing, as defined above, on County-owned vault toilet units, lift stations and septic tanks.
- d. Regular routine, Seasonal routine, Holiday, Off-Season, As Needed and Emergency services as requested by the County.
- e. Contractor shall have its trucks permitted through the Stanislaus County's Department of Environmental Resources annually.
- f. Contractor shall transport the waste from waste compartments/tanks to the treatment facility and dispose of waste in accordance with all local, federal and state licensing and safety regulations, ordinances, and department policies, and all vehicles shall be properly insured.
- g. Contractor shall handle all waste material and chemicals in accordance with all applicable California State Occupational Health and Safety regulations.

3.2. Project Management/Supervision

- 3.2.1. Contractor shall provide a supervisor/project manager to ensure the performance of all work under this Agreement. 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. Contractor's supervisor/project manager shall have full authority to act on behalf of Contractor during performance of work.
- 3.2.2. Contractor shall provide the landline and cellular phone number of the designated supervisor/project manager so that he/she may be contacted at all times during & after normal work hours. Contractor's supervisor/project manager shall contact County personnel within thirty (30) minutes of a request from the County Representative.
- 3.2.3. Contractor shall, before initiating the performance of work, provide the County with a written list of all employees assigned to perform the work under this Agreement. The list shall include the full name of each employee. 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.
- 3.2.4. When directed by the County Representative, Contractor shall remove any employee from assignment to perform services under this 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.
- 3.2.5. Contractor shall provide communications capability for Contractor's supervisor/project manager to allow constant communication contact between Contractor's supervisor/project manager and the County's Representative.
- 3.2.6. Each of the Contractor's trucks shall be equipped with communications equipment to allow for constant communication between Contractor's supervisor/project manager and Contractor's drivers regarding portable toilet additions, relocations, or problems and their location. If a cellular phone is to be used for communications, Contractor shall provide the cellular phone number(s) to the County's representative(s) upon start of this Agreement. County shall supply Contractor with the County Representatives cell phone number to keep communication open.
- 3.2.7. Contractor shall be responsible for instructing their employees in safety measures considered appropriate. 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.

3.3. County-Owned Portable Toilet Service Requirements

3.3.1. Contractor shall maintain County-owned portable toilet units at a high standard of cleanliness as identified below. These specifications shall indicate an acceptable level of servicing, pumping and disposing of all waste in tanks, cleaning, sanitizing and professionalism to be provided by 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.**

3.3.2. 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 toilet units as specified in the below frequency schedule. Contractor's servicing of the units at a minimum shall include, but not be limited to:

- a. Contractor shall provide all materials necessary for provision of services described herein;
- b. Contractor shall service the County-owned portable toilet units as specified in the frequency schedule below;
- c. Contractor shall completely clean and sanitize County-owned portable toilet 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.);
- d. Contractor shall clean the toilet seat and cover with a commercial grade bactericide;
- e. Contractor shall pump out waste from County-owned portable toilet units;
- f. Contractor shall completely remove all waste (i.e. sewage and debris) products by emptying out waste compartments;
- g. Contractor shall take extreme care to prevent any spillage of waste during the cleaning process. In the event of a spill, Contractor shall clean the area contaminated by the spillage in accordance with Occupational Safety and Health Administration (OSHA) – Hazardous Substance (HS) guidelines;
- h. Contractor shall clean the interior of the waste holding tank with a commercial grade cleaner;
- i. Contractor shall recharge the waste tank with a sufficient quantity of chemicals and fresh water to ensure an odorless unit;
- j. Contractor shall disinfect County-owned portable toilet units;
- k. Contractor shall spray County-owned portable toilet units with air freshener;
- l. Contractor shall properly dispose of trash that has been left in County-owned portable toilet units (dumping of the trash on the ground is unacceptable);
- m. Contractor shall restock and replace supplies (e.g. toilet paper) at each servicing.
- n. Contractor shall furnish toilet paper and ensure each County-owned portable toilet unit shall hold sufficient rolls of toilet tissue to last between Contractor visits;
- o. Contractor shall replace urinal blocks when needed;
- p. At the time of servicing, Contractor shall notify the County Representative of any damage to County-owned portable toilet units due to vandalism, graffiti, accident, storm or otherwise;
- q. Contractor shall notify the County Representative in writing of any repairs the County-owned portable toilet units may need and provide a cost estimate to repair the units;
- r. Immediately after servicing and sanitizing County-owned portable toilet units, Contractor shall enter the date and time the unit was serviced on a service tag or label adhered to the inside of the unit door. Contractor shall also enter this information on a Service Report of County's choosing. Contractor shall turn in this form 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;
- s. Contractor shall maintain County-owned 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;
- t. Contractor shall be in compliance with the California Code of Regulations, Title 22, Division 4.5, Chapter 41 Prohibited Chemical Toilet Additives, paragraphs 67410.1,

- 67410.2, 67410.3, and 67410.4 and CAL-OSHA – HS guidelines, rules and regulations as it pertains to prohibited chemical toilet additives;
- u. 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;
 - v. Contractor shall dump all liquid and solid waste in accordance with applicable Federal, State, Local Laws, Ordinances and regulations. Contractor shall be responsible for all costs associated with containment and/or disposal of waste;
 - w. Contractor shall screen waste to be dumped from County-owned portable toilet unit waste tanks, to ensure that cans, bottles, rags, cloth, or any foreign objects are not in the waste tank.

3.3.3. Frequency of Service for County-Owned Portable Toilets

- a. The following is the frequency of servicing for County-owned portable toilets 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
Routine Regular Biweekly	1 time every other week	Year Round basis every other 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

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

3.3.4. Quantities/Frequencies and Service Locations for County-Owned Portable Toilets

- a. County-owned portable 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 against this Master Agreement.
- b. County Department of Parks and Recreation and Department of Environmental Resources may add or delete locations as needed.

3.4. County-Owned Vault Toilet Cleaning Service Requirements only

- 3.4.1. Contractor shall maintain County-owned vault toilet units at a high standard of cleanliness as identified below. These specifications shall indicate an acceptable level of servicing, cleaning, sanitizing and professionalism to be provided by the Contractor. All items not specifically included but found to be necessary to properly service, clean and sanitize the vault toilets, shall be included as though written into the specifications. **No fuel recovery surcharge/fee shall apply to this Agreement.**

3.4.2. Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform servicing, cleaning, and sanitation of the County-owned vault toilet units as specified in the below frequency schedule. Contractor's servicing of the units at a minimum shall include, but not be limited to:

- a. Contractor shall provide all materials necessary for provision of services described herein;
- b. Contractor shall service the County-owned vault toilet units as specified in the frequency schedules below;
- c. Contractor shall completely clean and sanitize County-owned vault toilet units (i.e. remove dirt, dust, stains, spots, odors and film, dirt, grease; wash and clean interior, all seats, walls, doors, floors; and knock down spider webs etc.);
- d. Contractor shall clean the toilet seat and cover with a commercial grade bactericide;
- e. Contractor shall disinfect County-owned vault toilet units;
- f. Contractor shall spray County-owned vault toilet units with air freshener;
- g. Contractor shall properly dispose of trash that has been left in County-owned vault toilet units (dumping of the trash on the ground is unacceptable);
- h. Contractor shall restock and replace supplies (e.g. toilet paper) at each servicing. Contractor shall furnish toilet paper and ensure each County-owned vault toilet unit shall hold sufficient rolls of toilet tissue to last between Contractor visits;
- i. At the time of servicing, Contractor shall notify the County Representative of any damage to County-owned vault toilet units due to vandalism, graffiti, accident, storm or otherwise;
- j. Immediately after servicing and sanitizing County-owned vault toilet units, Contractor shall enter the date and time the unit was serviced on a service tag or label adhered to the inside of the unit door. Contractor shall also enter this information on a Service Report of County's choosing. Contractor shall turn in this form 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;
- k. Contractor shall maintain County-owned vault 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;
- l. Contractor shall dump waste from trash cans in accordance with applicable Federal, State, Local Laws, Ordinances and regulations. Contractor shall be responsible for all costs associated with containment and/or disposal of waste from trash cans.

3.4.3. Frequency of Cleaning Service for County-Owned Vault Toilets Only

- a. The following is the frequency of servicing for County-owned vault toilets 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
Routine Regular Biweekly	1 time every other week	Year Round basis every other 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

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

3.4.4. Quantities/Frequencies and Service Locations for County-Owned Vault Toilets

- a. Vault 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 against this Master Agreement.
- b. County Department of Parks and Recreation and Department of Environmental Resources may add or delete locations as needed if the need arises.

3.5. County-Owned Vault Toilets, Septic Tanks and Lift Station Pumping, Liquid Waste Disposal and Chemical Treatment Service Requirements

- a. 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 and the Department of Environmental Resources jurisdiction. Contractor shall take extreme care to prevent any spillage of waste during the pump out and disposal process. In the event of a spill, Contractor shall clean the area contaminated by the spillage in accordance with OSHA – HS guidelines. Contractor shall ensure that biobased products 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.**
- b. Contractor shall refill vault toilets, septic tanks and lift stations with fresh water and replace appropriate chemicals to assure masking of odors. Contractor shall pump and dispose of waste 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, 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.
- c. Contractor shall use clam rakes or long handled grabbers to remove as much of the debris as possible before trying to pump out the waste and to 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). Contractor shall remove most or all of the debris before pumping to help prevent the 4 inch hose from clogging so often and to ensure the thicker solvents removal before the liquid portion of the contents is removed.
- d. Contractor shall disinfect all debris removed from the vault 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.
- e. If the bottom of the vault is flat, then Contractor shall remove waste 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 shall be slow. Contractor shall remove any further debris that was not removed during the initial raking.
- f. If the bottom of the vault is sloped (all vaults should be sloped a minimum of 1 inch per ft.), then Contractor shall pump the waste down (at the deep end) to where the hose begins to suck air. Contractor shall remove any remaining debris.
- g. Contractor shall clean up and disinfect all contaminated areas resulting from the pumping process. Contractor shall 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.

Contractor shall ensure waste does not run off the edge of the concrete, onto the dirt or into the gravel edge as this is an attractant for flies, a potential health risk and an odor problem.

3.5.1. Frequency of County-Owned Vault Toilets, Septic Tanks and Lift Station Pumping, Liquid Waste Disposal and Chemical Treatment Service Requirements

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

3.5.2. Quantities/Frequencies and Service Locations of County-Owned Vault Toilets, Septic Tanks and Lift Stations (Pumping, Liquid Waste Disposal and Chemical Treatment only)

- a. Septic Tank/Vault Toilets/Lift Stations are located throughout various County Department of Parks and Recreation and Department of Environmental Resources locations as listed in each subsequent Project Authorization issued against this Master Agreement.
- b. County Department of Parks and Recreation and Department of Environmental Resources may add or delete locations as needed.

3.6. Contractor-Owned Portable Toilet Service Requirements (Rental Units) on an As-Needed Basis

- a. 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 Contractor-owned portable toilet rental units at various sites operated by County's Department of Parks and Recreation and Department of Environmental Resources on an as-needed basis.

3.6.1. Hours of Operation

- a. Contractor shall perform services during daylight hours, including Saturday, Sunday and Holidays.

3.6.2. Performance

Upon receipt of a County issued Service Purchase Order, the Contractor shall deliver, set up and service Contractor-owned rental units. Contractor shall remove any Contractor-owned rental unit that the County no longer has a need for. Each Contractor-owned rental unit 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 Contractor in writing. COLLAPSIBLE PORTABLE TOILETS ARE NOT ACCEPTABLE. Contractor shall provide all materials necessary for provision of services described herein.

Contractor-owned rental units shall meet the following standards:

- a. Contractor-owned rental units shall have no holes in the walls or chemical leaks;
- b. Contractor-owned rental unit doors, hinges and latches shall operate as intended in original design;
- c. Each Contractor-owned rental unit shall be completely enclosed with roof ventilation to release odors. Vents shall be screened to preclude the entry of insects;
- d. Contractor-owned rental units 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;
- e. All Contractor-owned rental units shall be sand colored completely and painted with lusterless enamel finish on the exterior;

- f. Contractor-owned 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;
- g. Each Contractor-owned rental unit shall be equipped with toilet tissue, tissue holder, toilet seat cover, and urinal;
- h. Contractor-owned rental units shall hold sufficient rolls of toilet tissue to last between Contractor visits;
- i. All Contractor-owned rental unit doors shall be self-closing, tight fitting (within ½ inch of door frame), and shall have an inside lock and outside handle;
- j. All Contractor-owned rental unit urinals and toilet seats shall be rustproof and of a material having a non-absorbent finish. Urinals shall be securely fastened to the tank or structure;
- k. All Contractor-owned rental unit urinal drains shall have adequate drain flow and/or gravity feed to the holding tank to prevent overflow from the urinal fixture.

3.6.3. Location

- a. Contractor-owned rental units shall be placed in various locations operated by the County's Department of Parks and Recreation and Department of Environmental Resources at the direction of the County Representative(s) and in accordance with each subsequent Project Authorization issued against this Master Agreement.
- b. County's Department of Parks and Recreation and Department of Environmental Resources may add or delete locations as needed.

3.6.4. Provided Service

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

- a. The frequency of servicing shall occur as requested by the County Representative;
- b. Contractor shall completely clean and sanitize Contractor-owned rental 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.);
- c. Contractor shall clean the toilet seat and cover with a commercial grade bactericide;
- d. Contractor shall completely remove all waste (i.e. sewage and debris) products by emptying out waste compartments;
- e. Contractor shall take extreme care to prevent any spillage of waste during the cleaning process. In the event of a spill, Contractor shall clean the area contaminated by the spillage in accordance with OSHA – HS guidelines;
- f. Contractor shall clean the interior of the waste holding tank with a commercial grade cleaner;
- g. Contractor shall recharge the waste tank with a sufficient quantity of chemicals and fresh water to ensure odorless rental unit;
- h. Contractor shall disinfect Contractor-owned rental units;
- i. Contractor shall spray Contractor-owned rental units with air freshener;
- j. Contractor shall properly dispose of trash that has been left in Contractor-owned rental units (dumping of the trash on the ground is unacceptable);
- k. Contractor shall restock and replace supplies (e.g. toilet paper) at each servicing. Contractor shall furnish toilet paper and ensure each Contractor-owned rental unit shall hold sufficient rolls of toilet tissue to last between Contractor visits;
- l. Contractor shall replace urinal blocks when needed;
- m. At the time of servicing, Contractor shall notify the County Representative of any damage to Contractor-owned rental units due to vandalism, graffiti, accident, storm or otherwise;
- n. Immediately after servicing and sanitizing Contractor –owned rental units, Contractor shall enter the date and time the unit was serviced on a Service Report of County's choosing. Contractor shall turn in this form 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;
- o. Contractor shall maintain Contractor-owned rental 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;

- p. Contractor shall be in compliance with the California Code of Regulations, Title 22, Division 4.5, Chapter 41 Prohibited Chemical Toilet Additives, paragraphs 67410.1, 67410.2, 67410.3, and 67410.4 and CAL-OSHA-HS guidelines, rules and regulations as it pertains to prohibited chemical toilet additives;
- q. 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;
- r. If during the course of rotations, there are incidences of foreign objects disposed of in the Contractor-owned rental units, 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;
- s. No fuel recovery surcharge/fee shall apply to this Agreement;
- t. Contractor shall be responsible for repairs and replacement of Contractor-owned rental units due to damage resulting from vandalism, accident, storm, or otherwise. Contractor shall make repair or replacement of the rental unit within seventy-two (72) hours of notification by the County Representative;
- u. Contractor shall place Contractor-owned rental units 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;
- v. Contractor shall imprint each Contractor-owned rental unit with Contractor's name and shall individually number each rental unit. Letters and numbers shall be either white or brown and 3 inches high. In addition, Contractor shall mark each rental unit with the following: PRIVATE PROPERTY DO NOT MOVE TO ANOTHER LOCATION.

3.6.5. Initial Delivery and Relocation of Contractor-Owned Rental Units

- a. Each line item on the Purchase Order shall be regarded as an initial delivery point. All moves not listed in the original schedule shall be considered relocations and treated as additional work;
- b. Delivery points of Contractor-owned rental units shall be identified by Purchase Order location names;
- c. Contractor shall coordinate with the County's Representative at each site to assure that Contractor-owned rental units are placed at the correct locations;
- d. Contractor shall remove Contractor-owned rental units from locations or support areas within forty-eight (48) hours after performance period has ended, or upon request of the County Representative.

3.6.6. Insurance/Indemnity

- a. Contractor shall provide rental units and the insurance and indemnity clause of this Master Agreement shall apply to any rental units.

3.6.7. Notification/Response

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

3.6.8. Dumping of Waste

- a. Contractor shall dump all liquid and solid waste in accordance with applicable Federal, State, Local Laws, Ordinances and regulations. Contractor shall be responsible for all costs associated with containment and/or disposal of waste from tanks.

3.6.9. County's Representative and Their Authority

- a. The County's Representative(s)/Project Manager(s) shall be responsible for the administration of this Agreement but shall not be authorized to change any of the terms and conditions of this Agreement. No oral statements of any person, whomsoever, shall in any manner or degree, modify or otherwise affect the terms of this Agreement. The County's Board of Supervisor approved designee shall be the only person authorized to approve changes in any of the requirements under this Agreement by issuing a fully signed and executed amendment to this Agreement, notwithstanding any provisions contained elsewhere in this Agreement, and said authority shall remain solely with the Board of Supervisor approved designee. 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 shall be responsible for evaluating and reporting on Contractor's performance.

3.7. Quality Assurance Standards

- 3.7.1. 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.

3.8. Quality Assurance Procedures

- 3.8.1. 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 the County Representative and Contractor on a semi-annual basis to discuss performance and develop resolutions as needed.

3.9. Quality Control Plan

- 3.9.1. 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.

3.10. Performance Requirements

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 3 – Scope of Work Item 3.3.	100% initial visual inspection
2. Cleaning, sanitizing County-owned vault toilet units, pumping and disposal of all waste in County-Owned 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, cleaning, sanitizing in accordance with Section 3 – Scope of Work Items 3.4 and 3.5.	100% initial visual inspection

PERFORMANCE REQUIREMENTS CONTINUED		
Requirements Item No.	Performance Standard	Method of Assessment
3. Furnish Contractor owned rental units 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 3 – Scope of Work Item 3.6.	100% initial inspection

3.11. Hours of Operation

Contractor shall service units 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. Contractor shall respond to any emergency within four (4) hours of County notification.

LOCATION	ADDRESS	HOURS OF OPERATION	DAYS OF OPERATION
Modesto Reservoir	18143 Reservoir Rd. Waterford, CA	6:00 a.m. – 12:00 p.m.	See Scheduled days
Woodward Reservoir	14528 26 Mile Rd, Oakdale, CA	6:00 a.m. – 12:00 p.m.	See Scheduled days
La Grange Park	161 S. Old La Grange Rd. La Grange, CA	7:00 a.m. – 6:00 p.m.	See Scheduled days
La Grange OHV	2315 S. Old La Grange Rd. La Grange, CA	5:00 a.m. – 6:00 p.m.	See Scheduled days
Morgan Road	1710 Morgan Rd, Modesto, CA	9:00 AM-1:00 PM	Fridays, Saturdays and Wednesdays
Fink Road Landfill	4000 Fink Road, Crows Landing, CA	8:00 a.m. to 4:00 p.m.	Monday -Saturday. Closed Jan. 1, July 4, Thanksgiving, after 12:00 p.m. on Christmas Eve and December 25
Geer Road Landfill	750 Geer Road Modesto, CA	Anytime	Tuesdays
Frank Raines OHV	18 miles west of Patterson on Del Puerto Canyon Rd Patterson, CA	7 a.m. – 3 p.m.	See Scheduled days
Community Parks – Parks Shop	1716 Morgan Rd. North Gate Modesto, CA	6:00 a.m.–2:00 p.m.	See Scheduled days
Community Parks – Park Lawn	Parklawn and Church Lane Modesto, CA	6:00 a.m.–2:00 p.m.	See Scheduled days
Community Parks - Fox Grove Fishing Access	Geer Rd and Tuolumne River Modesto, CA	6:00 a.m.–2:00 p.m.	See Scheduled days
Fox Grove Fishing Access Mobile home located just above fishing access	1200 Geer Road Modesto, CA	6:00 a.m. – 2:00 p.m.	See Scheduled days

HOURS OF OPERATION CONTINUED			
LOCATION	ADDRESS	HOURS OF OPERATION	DAYS OF OPERATION
Community Parks-Las Palmas Fishing Access	Las Palmas and San Joaquin River, Patterson, CA	6:00 a.m.-2:00 p.m.	See Scheduled days
Turlock Fishing Access	Lake Rd, five miles west of Yosemite Blvd. Turlock, CA	7:00 a.m.-3:00 p.m.	See Scheduled days
Kiwanis Youth Camp	Corner of Lake Rd and Yosemite Blvd (Highway 132) Modesto, CA	7:00 a.m.- 3:00 p.m.	See Scheduled days
Basso Bridge Fishing Access	Corner of Lake Rd and Yosemite Blvd (Highway 132) Modesto, CA	7:00 a.m.-3:00 p.m.	See Scheduled days

3.12. Resource Damage

3.12.1. Contractor shall repair any damage or defacement that occurs to County's property or land resources during Contractor's operations, at Contractor's expense, to its original condition. The County's Representative, prior to acceptance of work, shall make onsite inspection.

3.13. Equipment

3.13.1. Contractor shall furnish all toilet pumping equipment, tank truck (a truck that can reverse the suction process and create a pressure force shall be 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. Contractor shall utilize a four-inch (minimum size) suction hose and attachment couplings to accomplish all pumping requirements. Contractor shall ensure length of hose shall be long enough to accomplish the required pumping. Contractor shall ensure all equipment used in performance of this Work shall be in good condition and meet OSHA requirements.

3.13.2. Some suggested tools for the Contractor to use 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 assistants 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.

3.13.3. Contractor shall use clam rakes or long handled grabbers to remove as much of the debris as possible before trying to pump out the waste to 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). Contractor shall remove most or all of the debris before pumping to help prevent the 4 inch hose from clogging so often and to ensure the thicker solvents removal before the liquid portion of the contents is removed.

3.13.4. Contractor shall remove all debris from the waste tanks/lift stations and place debris into a leak proof container so that no contamination to the surrounding ground shall result.

3.14. Conduct of Personnel

3.14.1. 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.

- 3.14.2. Due to the nature of the duties under this Scope of Work, Contractor and Contractor's employees shall keep themselves and equipment presentable at all times. When directed by the County Representative, Contractor shall remove any employee from assignment to perform their services under this 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 otherwise objectionable action, 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.
- 3.14.3. Contractor and Contractor's employees shall wear a uniform and badge which shall identify their name and company.

3.15. Past Performance

- 3.15.1. Contractor shall submit a list of clients for past and present similar projects covering the past three (3) years. Contractor shall provide: contact 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 Contractor's work.

3.16. Security, Safety, Health and Environmental Requirements

- 3.16.1. 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 this Agreement and removal of Contractor.
 - a. Contractor shall be responsible for the safety and health of its employees, agents, subcontractors and on-site vendors;
 - b. 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, National Fire Protection Association (NFPA) and American National Standard Institute (ANSI) standards;
 - c. Contractor shall be responsible for all costs incurred in relations to any release, cleanup and/or disposal of hazardous substance;
 - d. Contractor shall have their trucks permitted through the Stanislaus County Department of Environmental Resources annually;
 - e. Contractor shall be in compliance with the California Code of Regulations, Title 22, Division 4.5, Chapter 41 Prohibited Chemical Toilet Additives, paragraphs 67410.1, 67410.2, 67410.3, and 67410.4 and CAL-OSHA – HS guidelines, rules and regulations as it pertains to prohibited chemical toilet additives;
 - f. 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 it 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.

4. TRANSPORTATION

- 4.1. 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.

5. COMPENSATION

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

- 5.1. 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.
 - 5.2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Master Agreement **shall not exceed \$520,915.00** 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.
6. INVOICING
- 6.1. Contractor shall invoice the County on a monthly basis and reference this Agreement Number, Project Authorization Number and Purchase Order Number on all invoices submitted to the County for payment. Invoices shall include detailed information as the date(s) and quantities of units serviced and a copy of the Service Report, as identified in Exhibit A Scope of Work, Section 2 "Definitions – Service Report."
 - 6.2. The remit address is:

Stanislaus County
Attention: Accounts Payable
3800 Cornucopia Way, Suite C
Modesto, CA 95358
7. TERMINATION FOR CONVENIENCE
- 7.1. 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 this 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.
8. SAFETY REQUIREMENTS
- 8.1. All services and merchandise shall comply with current California State Division of Industrial Safety Orders and OSHA. 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 Contractor or any of the Contractor's employees shall observe any violation of OSHA in or on the premises on which Contractor is to perform work pursuant to this Agreement, Contractor shall immediately give written notice to the County of such violation.
9. WORK SCHEDULE
- 9.1. Contractor shall be obligated to perform, in a timely manner, the services and work provided for under this Agreement. It is understood by Contractor that the performance of these services and work shall require the Contractor 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.
10. PROTECTION OF EXISTING FACILITIES
- 10.1. Contractor shall take every precaution to protect all public and private property during the performance under this Agreement. Any damages caused by Contractor's personnel or equipment shall be promptly repaired to the condition existing before the damage or be replaced. Contractor shall be solely responsible for all costs for such repairs or replacement.

11. REMOVAL OF UNSATISFACTORY EMPLOYEES

- 11.1. Contractor shall only furnish employees who are competent and skilled for work under this Agreement.
- 11.2. 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.

12. MULTI-YEAR CONTRACTS

- 12.1. 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 Agreement and Contractor shall not be entitled to recover any costs not incurred prior to termination.

13. BUDGET CLAUSE

- 13.1. It shall be 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.
- 13.2. 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.

14. COMPLIANCE WITH OSHA

- 14.1. 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.
- 14.2. **OSHA Compliance:** All services, training and materials, equipment provided by Contractor shall comply with current California State Division of Industrial Safety Orders and requirements stipulated by Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), Department of Toxic Substances Control (DTSC) and any applicable regulatory agency requirements. Contractor shall ensure that all personnel performing services under this Agreement shall have received training appropriate to their assigned tasks and that this training shall be current (including any subcontractors).
- 14.3. Contractor shall warrant that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it shall warrant 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.

15. ILLEGAL ALIEN LABOR

- 15.1. 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 Agreement 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. Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall agree 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 shall require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in the not to exceed rate of this Agreement.

**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* _____ *For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and [COMPANY NAME] ("Contractor"), on _____, 2014.

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
SAMPLE								

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

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: location and description of service, quantity of units, dates of service, frequency of service and unit price in accordance with Exhibit C.
3. 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 _____, 2014 and be completed by _____, [END DATE].

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 00-00 on _____, 2014.

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

CONTRACTOR NAME

By: _____
Director

By: _____
Name
Title

"County"

SAMPLE
"Contractor"

APPROVED AS TO FORM:
County Counsel

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 issued 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 A062714.

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.

1. Servicing of County-Owned Portable Toilet Units

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 toilet units.

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	\$11.50
1+	ADA	*Various	*Various	*Various	*Various	*Various	\$11.50
1	Standard	Frank Raines Day Use Area	As Needed	Within 72 hours from County Notice	Any time (May include Saturdays)	As Needed	\$85.00 [†]
1	ADA	Frank Raines Day Use Area	As Needed	Within 72 hours from County Notice	Any time (May include Saturdays)	As Needed	\$85.00 [†]

* 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 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 \$11.50 = extended Amount; or 5 x 2 x 3 x 26 x \$11.50 = \$8,970.00)

[†] 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 \$170 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 \$170.00. 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 \$170.00. If County adds portable toilets to the location, the total amount to be paid the Contractor for servicing the first two (2) units is \$170.00 plus \$11.50 for each additional portable toilet.

2. Cleaning Service of County-Owned Vault Toilet Units

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 servicing, cleaning, and sanitation of the County-owned vault toilet units.

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+	Vault Toilet	*Various	*Various	*Various	*Various	*Various	\$30.00 per building

* 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 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 \$15.00 = extended Amount; or 5 x 2 x 3 x 26 x \$15.00 = \$11,700.00)

3. Pumping, Chemically Treating and Liquid Waste Disposal of County-Owned Vault Toilet Units, Lift Stations and Septic Tanks

The following firm fixed unit prices 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, etc., to perform services to pump, treat and dispose of liquid waste from County-owned vault toilet units, 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	\$300.00
1 +	1 flush restroom with septic tank, Tank Size Approx 1600 – 2000 gallons	Various	As Needed	As Needed	\$300.00
1 +	Vaulted Restroom, Tank Size Approx Two 1000 gallon Tanks	Various	As Needed	As Needed	\$300.00
1 +	Septic Tanks Approx 1000 gallons	Various	As Needed	As Needed	\$300.00
1 +	Lift Stations Approx 1000	Various	As Needed	As Needed	\$300.00

*The Firm Fixed Unit Price 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 \$300 = extended Amount; or 5 x \$300 = \$1,500.00)

4. Daily Rental of Contractor-Owned Rental Unit

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 rental units.

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	As Needed	Tan	Daily Rental – Servicing on an as needed basis	\$20.00
1+	ADA as defined in the "Definition Section"	Any	As Needed	Tan	Daily Rental – Servicing on an as needed basis	\$75.00
1+	Portable Toilet on Trailer as defined in the "Definition Section"	Any	As Needed	Tan	Daily Rental – Servicing on an as needed basis	\$75.00

5. Parts and Labor to Repair County-Owned Portable Toilet Units

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

Quantity	Description	Part #	Manufacturer	Unit Price (includes delivery and installation)
1-5	Toilet Seat and toilet seat covers	10570	Satellite	\$25.00/ ea
5-10	Toilet Seat and toilet seat covers	10570	Satellite	\$25.00/ ea
11-20	Toilet Seat and toilet seat covers	10570	Satellite	\$20.00/ ea
20 and over	Toilet Seat and toilet seat covers	10570	Satellite	\$20.00/ ea
1-5	Doors	12614	Satellite	\$290.00/ ea
5-10	Doors	12614	Satellite	\$280.00/ ea
11-20	Doors	12614	Satellite	\$270.00/ ea
20 and over	Doors	12614	Satellite	\$260.00/ ea
1-5	Hinges	13266	Satellite	\$10.00/ ea
5-10	Hinges	13266	Satellite	\$10.00/ ea
11-20	Hinges	13266	Satellite	\$10.00/ ea
20 and over	Hinges	13266	Satellite	\$10.00/ ea
1-5	Roofs	16045	Satellite	\$100.00/ ea
5-10	Roofs	16045	Satellite	\$90.00/ ea
11-20	Roofs	16045	Satellite	\$90.00/ ea
20 and over	Roofs	16045	Satellite	\$90.00/ ea
1-5	Toilet Paper Dispensers	17082	Satellite	\$40.00/ ea
5-10	Toilet Paper Dispensers	17082	Satellite	\$38.00/ ea
11-20	Toilet Paper Dispensers	17082	Satellite	\$35.00/ ea
20 and over	Toilet Paper Dispensers	17082	Satellite	\$35.00/ ea
1-5	Urinals	14119	Satellite	\$40.00/ ea
5-10	Urinals	14119	Satellite	\$38.00/ ea
11-20	Urinals	14119	Satellite	\$35.00/ ea
20 and over	Urinals	14119	Satellite	\$35.00/ ea
1-5	Air Vents	14133	Satellite	\$18.00/ ea
5-10	Air Vents	14133	Satellite	\$15.00/ ea
11-20	Air Vents	14133	Satellite	\$15.00/ ea
20 and over	Air Vents	14133	Satellite	\$15.00/ ea
1-5	Screens	14112	Satellite	\$5.00/ ea
5-10	Screens	14112	Satellite	\$4.00/ ea
11-20	Screens	14112	Satellite	\$3.00/ ea
20 and over	Screens	14112	Satellite	\$3.00/ ea
1-5	ADA compliant grab bars	15590	Satellite	\$90.00/ ea
5-10	ADA compliant grab bars	15590	Satellite	\$90.00/ ea
11-20	ADA compliant grab bars	15590	Satellite	\$85.00/ ea
20 and over	ADA compliant grab bars	15590	Satellite	\$80.00/ ea
1-5	ADA spring loaded magnet door locks	16559	Satellite	\$90.00/ ea
5-10	ADA spring loaded magnet door locks	16559	Satellite	\$90.00/ ea
11-20	ADA spring loaded magnet door locks	16559	Satellite	\$80.00/ ea
20 and over	ADA spring loaded magnet door locks	16559	Satellite	\$75.00/ ea



**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 VAULTS, SEPTIC TANKS AND LIFT STATIONS LOCATED AT

MODESTO RESERVOIR, KIWANIS YOUTH CAMP, LA GRANGE PARK, LA GRANGE OHV, TURLOCK FISHING ACCESS

PROJECT AUTHORIZATION NO. 14-001-SMG

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 the *Master Agreement Number A062714 For Independent Contractor Services* made and entered into by and between the County of Stanislaus ("County") and A&A Portables, Inc. ("Contractor"), on January 7, 2015.

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 Scope of Work Section 3.3; County owned vault toilet units as outlined in the Master Agreement, Scope of Work Section 3.4; pumping and disposal services of County owned vault toilet units and septic tanks as outlined in the Master Agreement Scope of Work, Section 3.5; and as set forth below in Section C- Frequency of Service and Compensation of this Project Authorization.

C. Frequency of Service and Compensation

1. 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:

1.1. County Owned Portable Toilet Service Requirements

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	\$11.50	\$598.00 *
15	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	\$11.50	\$4,485.00 *
2	ADA	Modesto Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1 time per day	(4 days) Friday, Saturday, Sunday and Monday	3	\$11.50	\$276.00 *
20	Standard	Modesto Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1 time per day	(4 days) Friday, Saturday, Sunday and Monday	3	\$11.50	\$2760.00 *

COUNTY OWNED PORTABLE TOILET SERVICE REQUIREMENTS CONTINUED								
Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
2	ADA	Modesto Reservoir	Off Season (October 16 – April 14)	1 time per week	(1 day) Monday	26	\$11.50	\$598.00 *
8	Standard	Modesto Reservoir	Off Season (October 16 – April 14)	1 time per week	(1 day) Monday	26	\$11.50	\$2,392.00 *
2	ADA	Modesto Reservoir	As Needed	Within 72 hours from County's notice	Anytime (May include Saturdays)	As Needed	\$11.50	\$ *
8	Standard	Modesto Reservoir	As Needed	Within 72 hours from County's notice	Anytime (May include Saturdays)	As Needed	\$11.50	\$ *
2	Standard	La Grange Park	As Needed	Within 72 hours from County notice	Any time (May include Saturdays.)	As Needed	\$11.50	\$ *
2	Standard	La Grange Park OHV	As Needed	Within 72 hours from County notice	Any time (May include Saturdays.)	As Needed	\$11.50	\$ *

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

1.2. County Owned Vault Toilet Cleaning Service Requirements Only

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
10	Vault Toilet Units (2 stalls per unit)	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	\$30.00	\$7,800.00 *
8	Vault Toilet Units (2 stalls per unit)	Modesto Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1 time per day	(4 days) Friday, Saturday, Sunday and Monday	3	\$30.00	\$2880.00 *
1	Vault Toilet Units (2 stalls per unit)	Modesto Reservoir	Off Season (October 16- April 14)	1 time per week	(1 day) Monday	26	\$30.00	\$780.00 *
10	Vault Toilet Units (2 stalls per unit)	Modesto Reservoir	As Needed	Within 72 hours from County notice	Any time (may include Saturdays and Sundays)	As needed	\$30.00	\$ *
1	Vault Toilet Units (2 stalls per unit)	Turlock Fishing Access	Routine Seasonal (April 15 – October 15)	1 time per week	(1 day) Monday (or if on a 3 day holiday weekend on Tuesday)	26	\$30.00	\$780.00 *
1	Vault Toilet Units (2 stalls per unit)	Turlock Fishing Access	Off Season (October 16 – April 14)	Within 72 hours from County Notice	Any time (may include Saturdays and Sundays)	As Needed	\$30.00	\$ *
1	Vault Toilet Units (2 stalls per unit)	Turlock Fishing Access	As Needed	Within 72 hours from County notice	Any time (may include Saturdays and Sundays)	As needed	\$30.00	\$ *

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

1.3. County Owned Vault Toilets, Septic Tanks and Lift Station Pumping, Liquid Waste Disposal and Chemical Treatment Service Requirements)

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
3	Septic Tanks, Approx 1000 gallons	Modesto Reservoir	As Needed	\$300.00	\$ *
2	Lift Stations, Approx 1000 gallons	Modesto Reservoir	As Needed	\$300.00	\$ *
2	Septic Tanks, Approx 1000 gallons	Kiwanis Youth Camp	As Needed	\$300.00	\$ *
1	Septic Tanks, Approx 1000 gallons	La Grange OHV Park	As Needed	\$300.00	\$ *
10	Vault Restrooms, Tank size: Approx. Two 1000 gallon tanks each vault restroom	Modesto Reservoir	As Needed	\$300.00	\$ *
1	Lift Stations, Approx. 1000 gallons	Basso Bridge Fishing Access	As Needed	\$300.00	\$ *
1	Vault Restroom, Tank size: Approx. Two 1000 gallon tanks	Turlock Fishing Access	As needed	\$300.00	\$ *

*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. 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 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 \$11.50 (the unit price) = extended Amount; or $5 \times 2 \times 3 \times 26 \times \$11.50 = \$8,970.00$)
- The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$221,745.00** 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 the Master Agreement and this 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: location of service, description of service, quantity of units, dates of service, frequency of service and unit price in accordance with this Project Authorization and Exhibit C of the Master Agreement.
- 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

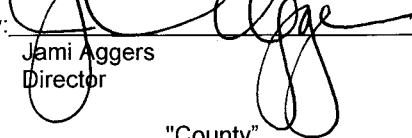
E. Project Authorization Period

- Services will commence on or about December 9, 2014, until December 9, 2019.

[Signatures appear on next page]


IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 14-001 on January 7, 2015.

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

By: 

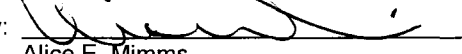
Jami Aggers
Director
"County"

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



**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 AND SEPTIC TANKS LOCATED AT

WOODWARD RESERVOIR

PROJECT AUTHORIZATION NO. 14-002-SMG

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 the *Master Agreement Number A062714 For Independent Contractor Services* made and entered into by and between the County of Stanislaus ("County") and A&A Portables, Inc. ("Contractor"), on January 7, 2015.

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 Scope of Work Section 3.3; pumping and disposal services of County owned vault toilet units and septic tanks as outlined in the Master Agreement Scope of Work Section 3.5; and as set forth below in Section C- Frequency of Service and Compensation of this Project Authorization.

C. Frequency of Service and Compensation

1. 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:

1.1. County Owned Portable Toilet Service Requirements

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
15	Standard	Woodward Reservoir	Routine Seasonal (April 15 – October 15)	1 time per day	(3 days) Saturday, Sunday, Monday	26	\$11.50	\$13,455
1	ADA	Woodward Reservoir	Routine Seasonal (April 15 – October 15)	1 time per day	(3 days) Saturday, Sunday, Monday	26	\$11.50	\$897.00
15	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	\$11.50	\$4,140.00*
1	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	\$11.50	\$276.00*
15	Standard	Woodward Reservoir	Off Season (October 16 – April 14)	Within 48 hours from County Notice	Any time (may include Saturdays and Sundays)	As Needed	\$11.50	\$ **

COUNTY OWNED PORTABLE TOILET SERVICE REQUIREMENTS CONTINUED								
Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
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	\$11.50	\$ **
15	Standard	Woodward Reservoir	As Needed	Within 72 hours from County notice	Anytime	As Needed	\$11.50	\$ **
1	ADA	Woodward Reservoir	As Needed	Within 72 hours from County notice	Anytime	As Needed	\$11.50	\$**

* Extended Total Price includes 2 time per day frequency.

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

1.2. County Owned Vaulted Toilets, Septic Tanks, and Lift Station Pumping, Liquid Waste Disposal and Chemical Treatment Service Requirements)

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
29	Vaulted restrooms, Tank size: Approx. Two 1000 gallon tanks each vaulted restroom	Woodward Reservoir	As Needed	\$300.00	\$ *
1	Septic Tank, Approx. 1000 gallons	Woodward Reservoir	As Needed	\$300.00	\$ *

*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. 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 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 \$11.50(the unit price) = extended Amount; or 5 x 2 x 3 x 26 x \$11.50 = \$8,970.00)
- The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$199,340.00** 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 the Master Agreement and this 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, location and description of service, dates of service, frequency of service and unit price in accordance with this Project Authorization and Exhibit C of the Master Agreement.
- 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

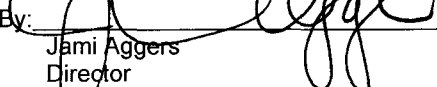
E. Project Authorization Period

- 1. Services will commence on or about December 9, 2014, and be completed by December 9, 2019.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 14-002 on

January 7, 2015

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



**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. 14-003-SMG

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 the *Master Agreement Number A062714 For Independent Contractor Services* made and entered into by and between the County of Stanislaus ("County") and A&A Portables, Inc. ("Contractor"), on January 7, 2015.

B. Scope of Work

The Contractor shall provide all the labor, supervision, equipment, vehicles, transportation, chemicals, materials and supplies to perform sanitation services of County owned vault toilet units as outlined in the Master Agreement Scope of Work Section 3.3 and Section 3.5; and as set forth below in Section "C"- Frequency of Service and Compensation of this Project Authorization.

C. Frequency of Service and Compensation

1. 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:

1.1 County Owned Portable Toilet Service Requirements

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	\$85**	\$*
1	ADA	Frank Raines Day Use Area	As Needed	Within 72 hours from County Notice	Any time (May include Saturdays)	As Needed	\$85**	\$*

*NOTE: Extended Total Price for all items may vary based on the service frequency.

**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 \$170 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 \$170.00. 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 \$170.00. If County adds portable toilets to the location, the total amount to be paid the Contractor for servicing the first two (2) units is \$170.00 plus \$11.50 for each additional portable toilet.

1.2 County Owned Vault Toilets, Septic Tanks, and Lift Station Pumping, Liquid Waste Disposal and Chemical Treatment Service Requirements)

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	\$300.00	\$ *
1	Septic Tank, Tank size: Approx 1600-2000 gallons	Community Parks – Parks Shop	As Needed	\$300.00	\$ *
1	Septic Tank, Tank Size: Approx. 1600-2000 gallons	Community Parks – Park Lawn	As Needed	\$300.00	\$ *
1	Flush restroom with septic tank, Tank size: Approx. 1600 – 2000 gallons	Community Parks - Fox Grove Fishing Access	As Needed	\$300.00	\$ *
1	Vaulted restroom, Tank size: Approx. Two 1000 gallon tanks	Community Parks - Fox Grove Fishing Access	As Needed	\$300.00	\$ *
1	Septic Tank, Tank size: Approx. 1600-2000 gallons	Community Parks - Las Palmas Fishing Access	As Needed	\$300.00	\$ *
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	\$300.00	\$ *

*NOTE: Extended Total Price for the above items vary based on the service frequency.

- 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 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 \$15.00 (the unit price) = extended Amount; or 5 x 2 x 3 x 26 x \$15.00 = \$11,700.00)
- The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$32,700.00** 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 the Master Agreement and this 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, location and description of service, dates of service, frequency of service and unit price in accordance with this Project Authorization and Exhibit "C" of the Master Agreement.
- Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

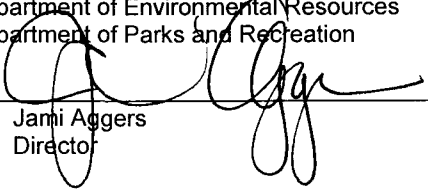
Stanislaus County
Department of Parks and Recreation
Attention: Accounting
3800 Cornucopia Way, Suite C
Modesto, CA 95358

E. Project Authorization Period

- 1. Services will commence on or about December 9, 2014, and be completed by December 9, 2019.

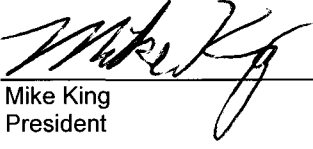
IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 14-003 on January 7, 2015

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



**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. 14-003-SMG

Amendment 1

WHEREAS, as of January 6, 2015, (the "Effective Date") the County of Stanislaus ("County") and A&A Portables Inc., ("Contractor") have entered into a certain Agreement relating to the provisions of 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 at the Community Parks and Frank Raines (the "Master Agreement"); and

WHEREAS, the County and Contractor entered into Project Authorization Number 14-003-SMG dated January 7, 2015, against Master Agreement for Independent Contractor Services; and

WHEREAS, Section 16 – "Amendments" of the Master Agreement stipulates that the Agreement may be amended by writing, executed by the parties hereto or their respective successors and assigns; and

WHEREAS, the County has a need to add servicing of County owned portable units at Fairview Park to Section C – Frequency of Service and Compensation; and

WHEREAS, Pricing for the additional units was previously included in Section C Number 4 of Project Authorization Number 14-003-SMG, and no additional funding is required.

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

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 A062714 made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on January 6, 2015, and Project Authorization Number 14-003-SMG, dated January 7, 2015. This Amendment Number 1 to Project Authorization Number 14-003-SMG ("Amendment No. 1") is made and entered into on February 5, 2015 and is effective immediately.

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

1. Section C – Frequency of Service and Compensation, sub section 1.1 is amended to add the following:

1.1 "County Owned Portable Toilet Service Requirements

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price Per Year
1	Standard	Fairview Park	Routine Regular	1 time per week	(1 day) Fridays*	52	\$11.50	\$598.00**

County Owned Portable Toilet Service Requirements (Continued)								
Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price Per Year
1	ADA	Fairview Park	Routine Regular	1 time per week	(1 day) Fridays*	52	\$11.50	\$598.00**
1	Standard	Fairview Park	As Needed	Within 72 hours from County Notice	Anytime (May Include Saturdays)	As Needed	\$11.50	\$ **
1	ADA	Fairview Park	As Needed	Within 72 hours from County Notice	Anytime (May Include Saturdays)	As Needed	\$11.50	\$ **

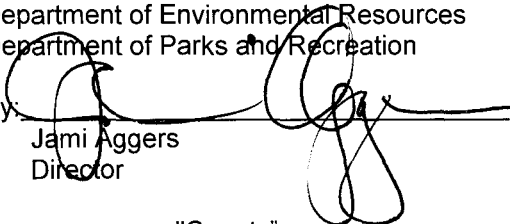
* **NOTE:** Day of service may change upon County's request.

****NOTE:** Extended total price for all items may vary based on amount of servicing requested."

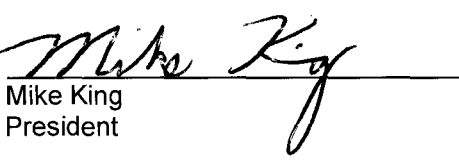
2. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project Authorization No. 14-003 on February 5, 2015.

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

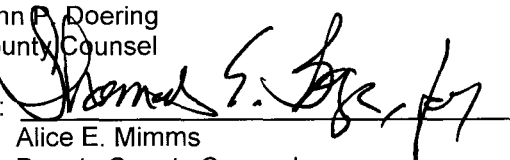
By: 
 Jami Aggers
 Director
 "County"

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



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. 14-004-SMG

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 the *Master Agreement Number A062714 For Independent Contractor Services* made and entered into by and between the County of Stanislaus ("County") and A&A Portables, Inc. ("Contractor"), on January 7, 2015.

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 Scope of Work Section 3.3, and as set forth below in Section C- Frequency of Service and Compensation of this Project Authorization.

C. Frequency of Service and Compensation

1. 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:

1.1. County Owned Portable Toilet Service Requirements

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	(1 Day) Year round basis	52	\$11.50	\$598.00

2. 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.

3. 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 \$11.50 (the unit price) = extended Amount; or 1 x 1 x 1 x 52 x \$11.50 = \$598.00)

4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$5,790.00** 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 the Master Agreement and this 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, location and description of service, dates of service, frequency of service and unit price in accordance with this Project Authorization and Exhibit C of the Master Agreement.

3. 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
P O Box 86
Crows Landing, CA 95313

E. Project Authorization Period

1. Services will commence on or about December 9, 2014, and be completed by December 9, 2019.


IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 14-004 on January 7, 2015.

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



**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**

1710 MORGAN ROAD, MODESTO, CALIFORNIA

PROJECT AUTHORIZATION NO. 14-005-SMG

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 the *Master Agreement Number A062714 For Independent Contractor Services* made and entered into by and between the County of Stanislaus ("County") and A&A Portables, Inc. ("Contractor"), on January 7, 2015.

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 Scope of Work Section 3.3, and as set forth below in Section C- Frequency of Service and Compensation of this Project Authorization.

C. Frequency of Service and Compensation

1. 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:

1.1. County Owned Portable Toilet Service Requirements

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 Biweekly	1 time every other week	Year round basis	26	\$11.50	\$598.00

2. 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.

3. 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 \$11.50 (the unit price) = extended Amount; or 2 x 1 x 1 x 52 x \$11.50 = \$598.00)

4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$4,190.00** 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 the Master Agreement and this 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, location and description of service, dates of service, frequency of service and unit price in accordance with this Project Authorization and Exhibit C of the Master Agreement.

3. 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

1. Services will commence on or about December 9, 2014, and be completed by December 9, 2019.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 14-005 on January 7, 2015.

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

By: 
Jami Aggers
Director

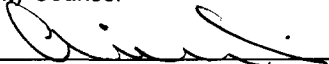
"County"

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



**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. 14-006-SMG

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 the *Master Agreement Number A062714 For Independent Contractor Services* made and entered into by and between the County of Stanislaus ("County") and A&A Portables, Inc. ("Contractor"), on January 7, 2015.

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, Scope of Work Section 3.3, and as set forth below in Section C- Frequency of Service and Compensation of this Project Authorization.

C. Frequency of Service and Compensation

1. 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:

1.1. County Owned Portable Toilet Service Requirements

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
1	Standard	Geer Road	Routine Regular	1 time per week	1 Day (Tuesdays)	20 Weeks*	\$11.50	\$230.00*

*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 \$2,150.00 authorized under this Agreement.

1.1.1. 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.

2. 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.

3. 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 20 approximate occurrences per year x \$11.50 (the unit price) = extended Amount; or 1 x 1 x 1 x 52 x \$11.50 = \$230.00)

4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Project Authorization shall **not exceed \$2,150.00** 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 the Master Agreement and this 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, location and description of service, dates of service, frequency of service and unit price in accordance with this Project Authorization and Exhibit C of the Master Agreement.
3. Invoices shall be mailed or delivered to the Department indicated below. The remit to address is:

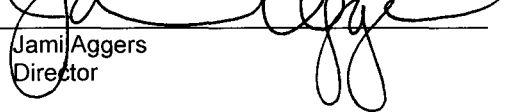
Stanislaus County
 Department of Department of Environmental Resources
 Attention: Accounting
 P.O. Box 86
 Crows Landing, CA 95313

E. Project Authorization Period

1. Services will commence on or about December 9, 2014, and be completed by December 9, 2019.

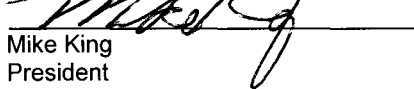
IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 14-006 on January 7, 2015

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



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. 14-003-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 A062714 (Master Agreement) made and entered into by and between the County of Stanislaus ("County") and A & A Portables, Inc., ("Contractor"), on January 7, 2015. This Amendment Number 2 to Project Authorization Number 14-003-SMG ("Amendment No. 2") is made and entered into on April 9, 2015, and is effective immediately.

WHEREAS, the County and Contractor entered into Project Authorization Number 14-003-SMG dated January 7, 2015, against Master Agreement for Independent Contractor Services dated January 6, 2015 ("the Agreement"); and

WHEREAS, the Project Authorization Number 14-003-SMG Amendment 1 dated February 5, 2015, added two portable units to Fairview Park; and

WHEREAS, Section 16 – "Amendments" of the Master Agreement stipulates that the Agreement may be amended by writing, executed by the parties hereto or their respective successors and assigns; and

WHEREAS, the Master Agreement's Exhibit "A" – Scope of Work, Section 3, 3.3.4, Quantities/Frequencies and Service Locations for County-Owned Portable Toilets provides that locations 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 up to two (2) County owned portable toilets located at Laird Park, 8224 W. Grayson Road, Modesto 95358; and

WHEREAS, the Pricing for the additional units was previously included in Section C Number 4 of Project Authorization Number 14-003-SMG, and no additional funding is required; and

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

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

1. Section C – Frequency of Service and Compensation, sub section 1.1 is amended to

add the following:

1.1 "County Owned Portable Toilet Service Requirements

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price Per Year
2**	Standard	Laird Park	Routine Regular	1 time per week	(1 day) Fridays	52	\$11.50	\$1,196.00*
2**	Standard	Laird Park	As Needed	Within 72 hours from County Notice	Anytime (May Include Saturdays)	As Needed	\$11.50	\$ *

*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.
- ** Quantity of units will vary depending on seasonal need for units. County will have one (1) unit at this location until the need to add a second unit arises. County shall notify Contractor when a second portable unit is added or removed from this location.
- 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 once occurrence per year. (i.e. 1 Unit x 1 time per day x 1 day per week x 52 approximate occurrences per year x \$11.50 (the unit price) = extended Amount; or 1 x 1 x 1 x 52 x \$11.50 = \$598.00).
- Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Project Authorization No. 14-003-SMG on April 9, 2015.

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

By: 
 Jami Aggers
 Director

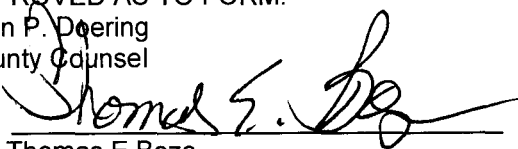
"County"

A&A PORTABLES INC.

By: 
 Mike King
 President

"Contractor"

APPROVED AS TO FORM:
 John P. Doering
 County Counsel

By: 
 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
TEMPORARILY PLACED PORTABLE TOILETS
AT VARIOUS PARKS LOCATIONS**

PROJECT AUTHORIZATION NO. 14-007-SMG

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 the *Master Agreement Number A062714 For Independent Contractor Services* made and entered into by and between the County of Stanislaus ("County") and A&A Portables, Inc. ("Contractor"), on January 7, 2015.

B. Scope of Work

The County has a need to address the servicing of County owned portable toilets placed at various Department of Parks and Recreation locations on a temporary basis. 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 placed at various locations on a temporary basis, as outlined in the Master Agreement Scope of Work Section 3.3 and as set forth below in Section C- Frequency of Service and Compensation of this Project Authorization.

County shall notify Contractor at least two weeks in advance of intent to place a County owned portable toilet temporarily in a location. County shall inform Contractor of the location of unit(s), number of unit(s), type of unit(s), frequency of service desired, and the length of time portable unit(s) shall be temporarily placed at each location identified by the County (i.e. service start date and service end date). County shall provide this information to Contractor in writing. If a temporary portable unit's placement is to be extended for a longer period of time, County shall notify Contractor immediately that service will continue longer and provide Contractor a new service end date. If for any reason a temporary portable unit is removed from its location before the service end date, County shall notify Contractor immediately that service is no longer required for that portable unit's location.

This Project Authorization shall only be for those Portable units that are to be placed temporarily at a location.

C. Frequency of Service and Compensation

1. 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:

1.1. County Owned Portable Toilet Service Requirements for Various Temporary Locations

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	**Firm Fixed Unit Price
1+	*Various	*Various	*Various	*Various	*Various	*Various	\$11.50

*Actual locations to be serviced, service category, cleaning frequency, day for servicing and length of time temporary unit(s) will be placed in the location shall be identified on individually executed Purchase Orders issued against this Project Authorization for each temporary location.

**The Firm Fixed Unit Price represents the price for the Contractor to service one (1) unit, one (1) time.

2. 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.
3. 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 \$11.50 (the unit price) = extended Amount; or $5 \times 2 \times 3 \times 26 \times \$11.50 = \$8,970.00$)
4. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall **not exceed \$15,000.00** 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 the Master Agreement and this Project Authorization and shall be paid monthly, in arrears, for work performed and services provided.
2. County shall issue individual Purchase Orders for each request for temporary servicing of County owned portable units at each temporary location identified by the County. The terms and conditions shall be in accordance with the Master Agreement and this Project Authorization. Each Purchase Order issued under this Project Authorization shall identify the actual location to be serviced, service category, cleaning frequency, day for servicing, service start date and service end date.
3. 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: Purchase Order number, this Project Authorization number, location of service, description of service, quantity of units, dates of service, frequency of service and unit price in accordance with this Project Authorization and Exhibit "C" of the Master Agreement.
4. The invoice 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

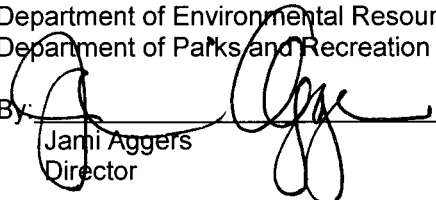
1. Services will commence on or about April 15, 2015 until December 9, 2019.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 14-007 on
May 28, 2015.

[Signatures Appear on Next Page]


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: 
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
1710 MORGAN ROAD, MODESTO, CALIFORNIA
PROJECT AUTHORIZATION NO. 14-005-SMG
AMENDMENT 1**

A. Terms and Conditions

WHEREAS, as of January 7, 2015, (the "Effective Date"), the County of Stanislaus ("County") and A&A Portables, Inc. ("Contractor") entered into a certain Agreement relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, vault toilets, lift stations and septic tanks (the "Master Agreement"); and

WHEREAS, as of January 7, 2015, (the "Project Authorization Effective Date") the County and Contractor entered into Project Authorization No. 14-005-SMG relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets at 1710 Morgan Road, Modesto, California; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, Exhibit "C" - Rate Schedule of the Master Agreement provides that the frequency of servicing may vary during the term of this Agreement in accordance with the County's business needs; and

WHEREAS, the County has a need to increase the service frequency of the portable toilets located at 1710 Morgan Road during the summer season to a weekly basis; 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 Section 1.1. under this Project Authorization, is amended to read as follows:

"County Owned Portable Toilet Service Requirements"

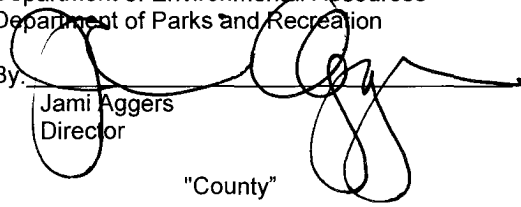
Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price Per Year
2	Standard	Morgan Road	Routine Regular Biweekly (September 1 – May 31)	1 time every other week	Year round basis	20	\$11.50	\$460
2	Standard	Morgan Road	Routine Regular Weekly (June 1 – August 31)	1 time per week	Year round basis	14	\$11.50	\$322

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

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project Authorization No. 04-005-SMG on June 1, 2016.

[Signatures appear on next page]

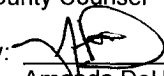
COUNTY OF STANISLAUS
Department of Environmental Resources
Department of Parks and Recreation

By: 
Jami Aggers
Director
"County"

A&A PORTABLES INC.

By: 
Mike King
President
"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel



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

**AMENDMENT NO. 1
TO
STANISLAUS COUNTY MASTER AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
WITH
A&A PORTABLES, INC.**

This Amendment No. 1 to the Master Agreement for Independent Contractor Services ("Amendment No. 1") by and between the County of Stanislaus ("County") and A&A Portables, Inc., ("Contractor") is made and entered into on December 02, 2019.

WHEREAS, the County and Contractor entered into a Master Agreement for Independent Contractor Services dated January 7, 2015 ("the Agreement"); and

WHEREAS, Paragraph 16 – "Amendment" of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

WHEREAS, on January 6, 2015, the Stanislaus County Board of Supervisors approved the Director of the Department of Parks and Recreation and the Department of Environmental Resources to sign amendments to this Agreement for an overall total not to exceed amount of \$520,915; and

WHEREAS, as of October 18, 2019, A&A Portables, Inc. is now a wholly-owned subsidiary of United Site Services, Inc.; and

WHEREAS, the County desires to extend the term of this Agreement for two years; and

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

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

1. Paragraph 3 – "Term", section 3.1 is amended to read as follows:

"3.1. Term: The initial term of this Agreement (the "first term") shall be from December 9, 2014, until December 1, 2019.

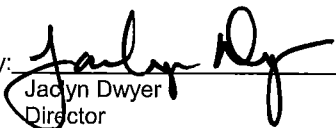
The second term of this Agreement (the "second term") shall be from **December 2, 2019**, through **December 31, 2021**. The term for each separately approved Project Authorization shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work. In no case shall the individual Project Authorization completion date go beyond the Agreement end date of December 31, 2021."

2. Exhibit C - "Rate Schedule" is amended to include the attached Rate Schedule for the second term of this Agreement, effective December 2, 2019.
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.


[Signatures appear on next page]

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jacyn Dwyer
Director

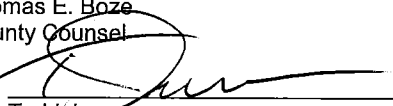
"County"

A&A PORTABLES, INC.

By:  01/07/2020
Sean McDowell
Director of Contracts

"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By: 
Todd James
Deputy County Counsel

**EXHIBIT C
RATE SCHEDULE – SECOND TERM OF AGREEMENT
(YEARS SIX THROUGH SEVEN: DECEMBER 2, 2019 – DECEMBER 31, 2021)**

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 issued 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 A062714.

The below rate schedule is in effect through the second term of this Agreement. No rate increases shall be considered or allowed for the duration of the second term 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.

1. Servicing of County-Owned Portable Toilet Units

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 toilet units.

Years 6 through 7 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	\$15.00
1+	ADA	*Various	*Various	*Various	*Various	*Various	\$15.00
1	Standard	Frank Raines Day Use Area	As Needed	Within 72 hours from County Notice	Any time (May include Saturdays)	As Needed	\$110.00†
1	ADA	Frank Raines Day Use Area	As Needed	Within 72 hours from County Notice	Any time (May include Saturdays)	As Needed	\$110.00†

* 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 represents the price for the Contractor to service one (1) unit, one (1) time.

† 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 \$220 per trip and shall cover up to two (2) units. . If County adds portable toilets to the location, the total amount to be paid the Contractor for servicing the first two (2) units is \$220.00 plus \$15.00 for each additional portable toilet.

2. Cleaning Service of County-Owned Vault Toilet Units

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 servicing, cleaning, and sanitation of the County-owned vault toilet units.

Years 6 through 7 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+	Vault Toilet	*Various	*Various	*Various	*Various	*Various	\$40.00 per building

* 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 represents the price for the Contractor to service one (1) unit, one (1) time.

3. Pumping, Chemically Treating and Liquid Waste Disposal of County-Owned Vault Toilet Units, Lift Stations and Septic Tanks

The following firm fixed unit prices 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, etc., to perform services to pump, treat and dispose of liquid waste from County-owned vault toilet units, lift stations and septic tanks.

Years 6 through 7 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	\$390.00
1 +	1 flush restroom with septic tank, Tank Size Approx 1600 – 2000 gallons	Various	As Needed	As Needed	\$390.00
1 +	Vaulted Restroom, Tank Size Approx Two 1000 gallon Tanks	Various	As Needed	As Needed	\$390.00
1 +	Septic Tanks Approx 1000 gallons	Various	As Needed	As Needed	\$390.00
1 +	Lift Stations Approx 1000	Various	As Needed	As Needed	\$390.00

*The Firm Fixed Unit Price represents the price for the Contractor to service one (1) unit/type, one (1) time.

4. Daily Rental of Contractor-Owned Rental Unit

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 rental units.

Years 6 – 7 of this Agreement Term:

Quantity	Type	Location	Service Category	Color	Service Frequency	Unit Price
1+	Standard as defined in the "Definition Section"	Any	As Needed	Tan	Daily Rental – Servicing on an as needed basis	\$30.00
1+	ADA as defined in the "Definition Section"	Any	As Needed	Tan	Daily Rental – Servicing on an as needed basis	\$85.00
1+	Portable Toilet on Trailer as defined in the "Definition Section"	Any	As Needed	Tan	Daily Rental – Servicing on an as needed basis	\$85.00
1+	"Breeze" Wash Station	Any	As Needed	Tan	Daily Rental – Servicing on an as needed basis	\$30.00
Daily Rental of Contractor-Owned Rental Unit Years 6 – 7 (Continued)						
Quantity	Type	Location	Service Category	Color	Service Frequency	Unit Price
1+	"Tag Along" Wash Station	Any	As Needed	Tan	Daily Rental – Services on an as needed basis	\$30.00

5. Parts and Labor to Repair County-Owned Portable Toilet Units

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

Years 6 – 7 of this Agreement Term:

Quantity	Description	Part #	Manufacturer	Unit Price (includes delivery and installation)
1+	Toilet Seat and toilet seat covers	10570	Satellite	\$35.00/ ea
1+	Doors	12614	Satellite	\$399.00/ ea
1+	Hinges	13266	Satellite	\$10.00/ ea
1+	Roofs	16045	Satellite	\$129.00/ ea
1+	Toilet Paper Dispensers	17082	Satellite	\$39.00/ ea
1+	Urinals	14119	Satellite	\$65.00/ ea
1+	Air Vents	14133	Satellite	\$35.00/ ea
1+	Screens	14112	Satellite	\$10.00/ ea
1+	ADA compliant grab bars	15590	Satellite	\$115.00/ ea
1+	ADA spring loaded magnet door locks	16559	Satellite	\$100.00/ ea

6. Quality of Servicing

If, in the reasonable opinion of the County, County determines a restroom unsatisfactorily serviced, County shall notify Contractor and Contractor shall re-service the restroom within 96 hours of notice from the County. If Contractor is unable to re-service the restroom within 96 hours, Contractor shall not invoice the County for the restroom in question for that billing period.



DEPARTMENT OF PARKS AND RECREATION
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 TEMPORARILY
PLACED PORTABLE TOILETS LOCATED AT
VARIOUS PARKS LOCATIONS
PROJECT AUTHORIZATION NO. 14-007-SMG
AMENDMENT 1**

A. Terms and Conditions

WHEREAS, as of January 7, 2015, (the "Effective Date"), the County of Stanislaus ("County") and A&A Portables, Inc., ("Contractor") entered into a certain Agreement relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, vault toilets, lift stations and septic tanks (the "Master Agreement"); and

WHEREAS, as of January 7, 2015, (the "Project Authorization Effective Date") the County and Contractor entered into Project Authorization No. 14-007-SMG relating to sanitation servicing, pumping, and disposal of waste from temporarily placed County owned portable toilets at various Parks locations; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to extend the term of this Project Authorization an additional two years; and

WHEREAS, the Fee Schedule has been updated to reflect an additional two year term; 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 Toilet Service Requirements, Years 6 through 7

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	**Firm Fixed Unit Price
1+	*Various	*Various	*Various	*Various	*Various	*Various	\$15.00

*Actual locations to be serviced, service category, cleaning frequency, day for servicing and length of time temporary unit(s) will be placed in the location shall be identified on individually executed Purchase Orders issued against this Project Authorization for each temporary location.
**The Firm Fixed Unit Price represents the price for the Contractor to service one (1) unit, one (1) time.

- 2. Section E – "Project Authorization Period" is amended to read as follows:

"Services for the first term of this Project Authorization (Years 1 through 5) shall commence on or about December 9, 2014, until December 1, 2019.

Services for the second term of this Project Authorization (Years 6 through 7) shall commence on or about December 2, 2019, through December 31, 2021."

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

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project Authorization No. 14-007-SMG on December 2, 2019.

COUNTY OF STANISLAUS
Department of Parks and Recreation

A&A PORTABLES, INC.

By: _____
Jaclyn Dwyer
Director

By: _____ 01/07/2020
Sean McDowell
Director of Contracts

"County"

"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By: _____
Todd James
Deputy County Counsel



DEPARTMENT OF PARKS AND RECREATION
 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, VAULTS, SEPTIC TANKS AND LIFT STATIONS LOCATED AT
 MODESTO RESERVOIR, KIWANIS YOUTH CAMP, LA GRANGE PARK, LA GRANGE OHV, TURLOCK FISHING ACCESS
 PROJECT AUTHORIZATION NO. 14-001-SMG**

AMENDMENT 1

A. Terms and Conditions

WHEREAS, as of January 7, 2015, (the "Effective Date"), the County of Stanislaus ("County") and A&A Portables, Inc., ("Contractor") entered into a certain Agreement relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, vault toilets, lift stations and septic tanks (the "Master Agreement"); and

WHEREAS, as of January 7, 2015, (the "Project Authorization Effective Date") the County and Contractor entered into Project Authorization No. 14-001-SMG relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, vaults, septic tanks and lift stations at Modesto Reservoir, Kiwanis Youth Camp, Turlock Fishing Access, and La Grange Park and OHV; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to extend the term of this Project Authorization an additional two years; and

WHEREAS, the Fee Schedule has been updated to reflect an additional two year term; and

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

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

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

"Servicing of County-Owned Portable Toilet Units Years 6 through 7"

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	\$15.00	\$780.00 *
15	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	\$15.00	\$5,850.00 *
2	ADA	Modesto Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1 time per day	(4 days) Friday, Saturday, Sunday and Monday	3	\$15.00	\$360.00 *
20	Standard	Modesto Reservoir	Holiday Weekend (3 day Holidays – Memorial, July 4, Labor Day)	1 time per day	(4 days) Friday, Saturday, Sunday and Monday	3	\$15.00	\$3,600.00 *

County Owned Vault Toilets, Septic Tanks and Lift Station Pumping, Liquid Waste Disposal and Chemical Treatment Service Requirements) Years 6 through 7

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
3	Septic Tanks, Approx 1000 gallons	Modesto Reservoir	As Needed	\$390.00	\$ *
2	Lift Stations, Approx 1000 gallons	Modesto Reservoir	As Needed	\$390.00	\$ *
2	Septic Tanks, Approx 1000 gallons	Kiwanis Youth Camp	As Needed	\$390.00	\$ *
1	Septic Tanks, Approx 1000 gallons	La Grange OHV Park	As Needed	\$390.00	\$ *
10	Vault Restrooms, Tank size: Approx. Two 1000 gallon tanks each vault restroom	Modesto Reservoir	As Needed	\$390.00	\$ *
1	Lift Stations, Approx. 1000 gallons	Basso Bridge Fishing Access	As Needed	\$390.00	\$ *
1	Vault Restroom, Tank size: Approx. Two 1000 gallon tanks	Turlock Fishing Access	As needed	\$390.00	\$ *

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

- Section E – "Project Authorization Period" is amended to read as follows:

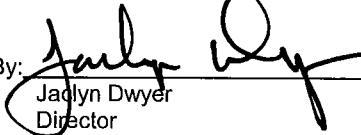
"Services for the first term of this Project Authorization (Years 1 through 5) shall commence on or about December 9, 2014, until December 1, 2019.

Services for the second term of this Project Authorization (Years 6 through 7) shall commence on or about December 2, 2019, through December 31, 2021."

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

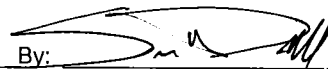
IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project Authorization No. 14-001-SMG on December 2, 2019.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jody Dwyer
Director

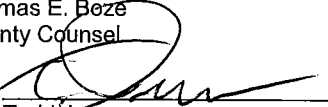
"County"

A&A PORTABLES, INC.

By:  01/07/2020
Sean McDowell
Director of Contracts

"Contractor"

APPROVED AS TO FORM:
Thomas E. Beze
County Counsel

By: 
Todd James
Deputy County Counsel



**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS, VAULTED TOILETS, AND SEPTIC TANKS LOCATED AT
 WOODWARD RESERVOIR
 PROJECT AUTHORIZATION NO. 14-002-SMG
 AMENDMENT 1**

A. Terms and Conditions

WHEREAS, as of January 7, 2015, (the "Effective Date"), the County of Stanislaus ("County") and A&A Portables, Inc., ("Contractor") entered into a certain Agreement relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, vault toilets, lift stations and septic tanks (the "Master Agreement"); and

WHEREAS, as of January 7, 2015, (the "Project Authorization Effective Date") the County and Contractor entered into Project Authorization No. 14-002-SMG relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, vaulted toilets, and septic tanks located at Woodward Reservoir; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to extend the term of this Project Authorization an additional two years; and

WHEREAS, the Fee Schedule has been updated to reflect an additional two year term; 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 Toilet Service Requirements, Years 6 through 7"

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
18	Standard	Woodward Reservoir	Routine Seasonal (May 1 – September 15)	1 time per day	(3 days) Saturday, Sunday, Monday	23	\$15.00	\$18,630.00
1	ADA	Woodward Reservoir	Routine Seasonal (May 1 – September 15)	1 time per day	(3 days) Saturday, Sunday, Monday	23	\$15.00	\$1,035.00
18	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	\$15.00	\$6,480.00*
1	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	\$15.00	\$360.00*
18	Standard	Woodward Reservoir	Off Season (September 16 – April 30)	Within 48 hours from County Notice	Any time (may include Saturdays and Sundays)	As Needed	\$15.00	\$ **
1	ADA	Woodward Reservoir	Off Season (September 16 – April 30)	Within 48 hours from County Notice	Any time (may include Saturdays and Sundays)	As Needed	\$15.00	\$ **
18	Standard	Woodward Reservoir	As Needed	Within 72 hours from County notice	Anytime	As Needed	\$15.00	\$ **

County Owned Portable Toilet Service Requirements (Continued)								
Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	Unit Price	Extended Total Price per Year
1	ADA	Woodward Reservoir	As Needed	Within 72 hours from County notice	Anytime	As Needed	\$15.00	\$**

* Extended Total Price includes 2 time per day frequency.

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

County Owned Vaulted Toilets, Septic Tanks, and Lift Station Pumping, Liquid Waste Disposal and Chemical Treatment Service Requirements), Years 6 through 7

Quantity of Units	Type	Location	Service Category	Unit Price	Extended Total Price
29	Vaulted restrooms, Tank size: Approx. Two 1,000 gallon tanks each vaulted restroom	Woodward Reservoir	As Needed	\$390.00	\$ *
1	Septic Tank, Approx. 1,000 gallons	Woodward Reservoir	As Needed	\$390.00	\$ *
4	Lift Station, Approx. 1,000 gallons	Woodward Reservoir	As Needed	\$390.00	\$ *

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

- Section E – "Project Authorization Period" is amended to read as follows:

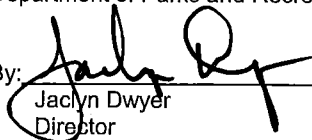
"Services for the first term of this Project Authorization (Years 1 through 5) shall commence on or about December 9, 2014, until December 1, 2019.

Services for the second term of this Project Authorization (Years 6 through 7) shall commence on or about December 2, 2019, through December 31, 2021."

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


IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project Authorization No. 14-002-SMG on December 2, 2019.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By: 
Jaclyn Dwyer
Director

"County"

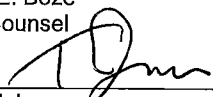
A&A PORTABLES, INC.

By: 
Sean McDowell
Director of Contracts

01/07/2020

"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By: 
Todd James
Deputy County Counsel



SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED PORTABLE TOILETS, SEPTIC TANKS, LIFT STATIONS, VAULTED RESTROOMS AND FLUSH RESTROOMS LOCATED AT COMMUNITY PARKS AND FRANK RAINES PROJECT AUTHORIZATION NO. 14-003-SMG

AMENDMENT 3

A. Terms and Conditions

WHEREAS, as of January 7, 2015, (the "Effective Date"), the County of Stanislaus ("County") and A&A Portables, Inc., ("Contractor") entered into a certain Agreement relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, vault toilets, lift stations and septic tanks (the "Master Agreement"); and

WHEREAS, as of January 7, 2015, (the "Project Authorization Effective Date") the County and Contractor entered into Project Authorization No. 14-003-SMG relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, septic tanks, lift stations, vaulted restrooms, and flush restrooms at Community Parks and Frank Raines; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, the Director of Parks and Recreation has approved Amendments numbered one (1) through two (2) to this Project Authorization, which modified service levels and locations; and

WHEREAS, the County has a need to extend the term of this Project Authorization an additional two years; and

WHEREAS, the Fee Schedule has been updated to reflect an additional two year term; 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:

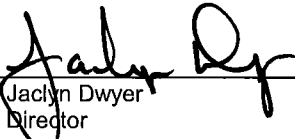
"County Owned Portable Toilet Service Requirements, Years 6 through 7"

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	\$110.00**	\$*
1	ADA	Frank Raines Day Use Area	As Needed	Within 72 hours from County Notice	Any time (May include Saturdays)	As Needed	\$110.00**	\$*
1	Standard	Laird Park	Routine Regular	1 time per day	(2 days) As determined	52	\$15.00	\$1,560.00*
1	Standard	Laird Park	As Needed	Within 72 hours from County Notice	Anytime (May include Saturdays)	As Needed	\$15.00	\$*

*NOTE: Extended Total Price for all items may vary based on the service frequency.


**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 \$220.00 per trip and shall over up to two (2) units. If County adds portable toilets to the location, the total amount to be paid the Contractor for servicing the first two (2) units is \$220.00 plus \$15.00 for each additional portable toilet.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By:  _____
Jaclyn Dwyer
Director

"County"


A&A PORTABLES, INC.

By:  _____ 01/07/2020
Sean McDowell
Director of Contracts

"Contractor"

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By:  _____
Todd James
Deputy County Counsel



**SANITATION SERVICING, PUMPING AND DISPOSAL OF WASTE FROM COUNTY OWNED TEMPORARILY
 PLACED PORTABLE TOILETS LOCATED AT
 VARIOUS PARKS LOCATIONS
 PROJECT AUTHORIZATION NO. 14-007-SMG
 AMENDMENT 1**

A. Terms and Conditions

WHEREAS, as of January 7, 2015, (the "Effective Date"), the County of Stanislaus ("County") and A&A Portables, Inc., ("Contractor") entered into a certain Agreement relating to sanitation servicing, pumping, and disposal of waste from County owned portable toilets, vault toilets, lift stations and septic tanks (the "Master Agreement"); and

WHEREAS, as of January 7, 2015, (the "Project Authorization Effective Date") the County and Contractor entered into Project Authorization No. 14-007-SMG relating to sanitation servicing, pumping, and disposal of waste from temporarily placed County owned portable toilets at various Parks locations; and

WHEREAS, the Master Agreement Section 16 – Amendment, provides that the Agreement may be amended in writing; and

WHEREAS, the County has a need to extend the term of this Project Authorization an additional two years; and

WHEREAS, the Fee Schedule has been updated to reflect an additional two year term; 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 Toilet Service Requirements, Years 6 through 7

Quantity of Units	Type	Location	Service Category	Frequency	Days	Approx. Occurrences per Year	**Firm Fixed Unit Price
1+	*Various	*Various	*Various	*Various	*Various	*Various	\$15.00

*Actual locations to be serviced, service category, cleaning frequency, day for servicing and length of time temporary unit(s) will be placed in the location shall be identified on individually executed Purchase Orders issued against this Project Authorization for each temporary location.

**The Firm Fixed Unit Price represents the price for the Contractor to service one (1) unit, one (1) time.

2. Section E – "Project Authorization Period" is amended to read as follows:

"Services for the first term of this Project Authorization (Years 1 through 5) shall commence on or about December 9, 2014, until December 1, 2019.

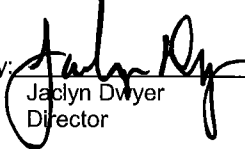
Services for the second term of this Project Authorization (Years 6 through 7) shall commence on or about December 2, 2019, through December 31, 2021."

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

[Signatures appear on next page]

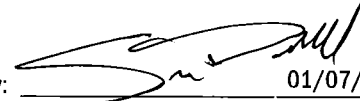
IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Project Authorization No. 14-007-SMG on December 2, 2019.

COUNTY OF STANISLAUS
Department of Parks and Recreation

By:  _____
Jaclyn Dwyer
Director

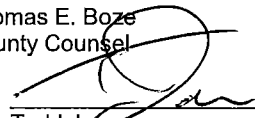
"County"

A&A PORTABLES, INC.

By:  _____ 01/07/2020
Sean McDowell
Director of Contracts

"Contractor"

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel

By:  _____
Todd James
Deputy County Counsel