



COUNTY OF ORANGE
MASTER AGREEMENT
COUNTY PROCUREMENT OFFICE
MODIFICATION

FOR INTERNAL COUNTY USE ONLY. THIS IS NOT A LEGAL DOCUMENT. DO NOT DISTRIBUTE TO VENDOR.

CONTRACT INFORMATION

MA NUMBER: RCA-017-18010045 v3 - WF Unit: 5200	NOT TO EXCEED AMOUNT: \$0.00
Begin Date:07/01/2018 Expiration Date:06/30/2023 Board-Award Date: Board Award Number: Modification Date:03/06/2019 Contract Type:Hybrid Cited Authority:DPA: Contract Policy Manual Thresholds Allow	Record Date:03/06/2019 Procurement Folder:C012124 Procurement Type:USE 120 - IFB Replaces Award Document:- - Replaced by Award Document:MA-080-19010430 RCA Code:18010045 RCA Description:PORTABLE TOILET RENTAL & SVCS

COUNTY CONTACTS

REQUESTOR: JEFF MILLER 714-796-8329	ISSUER: YARIDA GUZMAN yarida.guzman@ocgov.com	BUYER: YARIDA GUZMAN yarida.guzman@ocgov.com
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CONTRACT DESCRIPTION

RCA-PORTABLE TOILETS/SHOWERS & OTHER SITE RENTALS & SERVICES
THIS IS A COMPETITIVELY SOLICITED REGIONAL COOPERATIVE AGREEMENT (RCA) FOR PORTABLE TOILETS/SHOWERS AND OTHER SITE RENTALS AND SERVICES. THIS CONTRACT IS AVAILABLE FOR USE IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS, SCOPE OF WORK, AND PRICING.
OTHER PUBLIC ENTITIES, UTILIZING THIS AGREEMENT, SHOULD MAKE THEIR OWN DETERMINATION WHETHER THIS RCA CONTRACT IS CONSISTENT WITH THEIR PROCUREMENT POLICIES AND REGULATIONS.
SEE ATTACHED RCA CONTRACT SUMMARY FOR USAGE INSTRUCTIONS AND CONTACT INFORMATION.

REASON FOR MODIFICATION

AMEND ISSUED TO UPLOAD UNITED AMEND 1

VENDOR INFORMATION

Name/Address: VC0000000868:UNITED SITE SERVICES OF CA INC 4511 ROWLAND AVE EL MONTE, CA 91731-1123	Contact: DIAN NIPPER 626-255-8790 DIAN.NIPPER@UNITEDSITESERVICES.COM
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COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00000		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Commodity Code: 97773 - Toilets and Showers, Portable, Rental or Lease
PORTABLE TOILETS/SHOWERS AND OTHER SITE RENTALS AND SERVICES

VENDOR INFORMATION

Name/Address: VC0000016256:REMIGIO CASTRO DBA 3 STARS SITE SERVICES PO BOX 27778 SANTA ANA, CA 92799-7778	Contact: ERIC CASTRO 888-397-0280 THREESTARSOC@GMAIL.COM
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COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00000		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00

Commodity Code: 97773 - Toilets and Showers, Portable, Rental or Lease
PORTABLE TOILETS/SHOWERS AND OTHER SITE RENTALS AND SERVICES

AUTHORIZED FUNDING SOURCES

Department	No Limit	Spending Limit
017 - COUNTY EXECUTIVE OFFICE	YES	\$0.00

APPROVALS

Date	Approver	Approval Level	Status Before	Status After
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**AMENDMENT NUMBER ONE
TO CONTRACT NUMBER RCA-017-18010045
BETWEEN
COUNTY OF ORANGE
AND
UNITED SITE SERVICES OF CALIFORNIA, INC.
FOR
PORTABLE TOILETS/SHOWERS AND OTHER SITE RENTALS AND SERVICES**

This Agreement, hereinafter referred to as “Amendment”, is made and entered into upon execution of all necessary signatures, between the County of Orange, hereinafter “County” and United Site Services of California, Inc. with a place of business at 4511 N. Rowland Ave., El Monte, CA 91731, hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party” or collectively referred to as “Parties”;

RECITALS

WHEREAS, County and Contractor entered into a Contract RCA-017-18010045 (hereinafter “Original Contract”) on June 22, 2018 for Portable Toilets/Showers and Other Site Rentals and Services, to commence on July 1, 2018 through and including June 30, 2023; and,

WHEREAS, County desires to revise original terms and conditions; Article Q “Change of Ownership” with “Change of Ownership/Name, Litigation Status, Conflicts with County Interests”;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend Contract as follows:

1. Article Q is amended as follows:

Q. CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS

Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and

subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

2. All terms and conditions contained in this Amendment are incorporated by this reference into the Contract. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

The Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

UNITED SITE SERVICES OF CALIFORNIA, INC.

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Adam W. Jacobs
Vice President

_____	_____
Print Name	Title
_____	_____
Signature 	Date <u>2/28/2019</u>

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer or 4) Assistant Treasurer.*

_____	_____
Print Name	Title
_____	_____
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

Yarida Guzman	Deputy Purchasing Agent
_____	_____
Print Name	Title
	_____
Signature	Date <u>3/4/2019</u>

OMNIBUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS
AND
BOARD OF DIRECTORS
IN LIEU OF MEETING

February 7, 2019

The undersigned, being all of the members of the board of directors, or board of managers, as the case may be, of the companies listed on Schedule I (each a "Company", and collectively, the "Companies"), entitled to vote, does hereby consent to the adoption of the following resolutions:

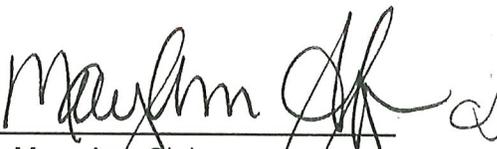
BID SIGNING AUTHORITY

RESOLVED, that, effective as of the date hereof, Adam Jacobs, the Vice President of each Company, be, and he hereby is, designated an authorized signatory of each Company to execute any and all bids, proposals, and related documents and instruments, including, without limitation, bonds, sureties, contracts, affidavits and partial releases, in each case, as the Company may be required to file with, or submit to, any state, city, town and any of its agencies, departments, employees, agents or other third parties in connection with any bid or proposal.

GENERAL

RESOLVED, that this Consent may be executed manually or by electronic signature and delivered by facsimile or other electronic means, and upon such execution and delivery, be deemed to be, and have the same force and effect as, an original.

IN WITNESS WHEREOF, the undersigned has executed this Consent.



Mary Ann Sigler

SCHEDULE I

"A" COMPANY, INC., a Idaho corporation
Accurate Waste Removal Services, Inc., a New Jersey Corporation
Accurate Waste Systems, Inc., a New Jersey Corporation
American Classic Sanitation, LLC, a Delaware limited liability company
Applied Waste Water Pumping LLC, a New Jersey limited liability company
Central Jersey Septic, LLC, a New Jersey limited liability company
DON'S JOHNS INC., a Virginia corporation
HBSS Real Estate, LLC, a Texas limited liability company
Johnny on the Spot, LLC, a New Jersey limited liability company
Legacy Sanitation, Inc., a California corporation
Liquid Waste Holdings Corp., a New Jersey corporation
Northeast Sanitation, Inc., Massachusetts corporation
Readilite & Barricade, Inc., a North Carolina corporation
Rinehart's Sanitation Services, LLC, a Pennsylvania limited liability company
Russell Reid Waste Hauling and Disposal Service Co., Inc.
S & S Portable Services, Inc., a Delaware corporation
United Site National Services Company, a Massachusetts corporation United
Site Services Northeast, Inc., a Massachusetts corporation
United Site Services of Arizona, Inc., an Arizona corporation
United Site Services of California, Inc., a California corporation
United Site Services of Colorado, Inc., a Colorado corporation
United Site Services of Florida, LLC, a Florida limited liability company
United Site Services of Georgia, LLC, a Georgia limited liability company
United Site Services of Louisiana, Inc., a Louisiana corporation
United Site Services of Maryland, Inc., a Maryland corporation
United Site Services of Mississippi, LLC, a Mississippi limited liability company
United Site Services of Nevada, Inc., a Nevada corporation
United Site Services of Texas, Inc., a Texas corporation
United Site Services, Inc., a Delaware corporation
USS Intermediate Holding Corp., a Delaware corporation
USS Parent Holding Corp., a Delaware corporation
USS Ultimate Holdings, Inc., a Delaware corporation