

RESOLUTION NO: 2019 - 18

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH AMASON'S PORTABLE TOILETS & HOLDING TANKS, INC. UNDER BID NO. 18-04; PORTABLE RESTROOM RENTAL AND SERVICING TO UNITED SITE SERVICES OF FLORIDA, LLC

RECITALS

WHEREAS, the County desires to assign the existing contract with Amason's Portable Toilets and Holding Tanks, Inc. under Bid No. 18-04; Portable Restroom Rental and Servicing to United Site Services of Florida, LLC; and

WHEREAS, on November 29, 2018, the County received a Bill of Sale, Assignment and Assumption Agreement from United Site Services of Florida, LLC stating that Amason's Portable Toilets and Holding Tanks, Inc., in its entirety, had been acquired by United Site Services of Florida on July 13, 2018; and

WHEREAS, as a result, Amason's Portable Toilets and Holding Tanks, Inc. has changed its name to United Site Services of Florida, LLC; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contract awarded to Amason's Portable Toilets and Holding Tanks, Inc., under Bid No. 18-04; and

WHEREAS, the contract is being funded by the County; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into the contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to assign the contract with Amason's Portable Toilets and Holding Tanks, Inc. under Bid No. 18-04 to United Site Services of Florida, LLC..

Section 3. The County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as attached hereto to United Site Services of Florida, LLC on behalf of the County for Portable Restroom Rental and Servicing as specifically provided in the Contract Documents associated with Bid No. 18-04.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

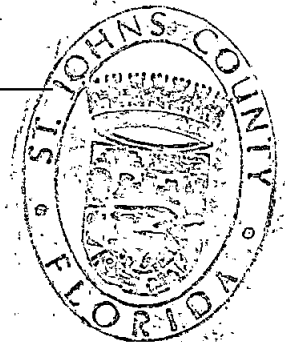
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of January, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk of Court
By: Pam Hatterman
Deputy Clerk

RENDITION DATE 1/17/19



CONSENT TO ASSIGNMENT
Bid No. 18-04; Portable Restroom Rental & Service
Master Contract 17-MCC-AMA-08818

This Consent to Assignment Agreement ("Assignment Agreement") is entered into as of this ____ day of _____, 2019, by and between St. Johns County ("County"), a political subdivision of the State of Florida, and United Site Services of Florida, LLC, a corporation authorized to do business in the State of Florida, ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 17-MCC-AMA-08818, dated as of December 15, 2017.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, and obligations under Master Contract 17-MCC-AMA-08818, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 16 of Master Contract 17-MCC-AMA-08818, the Contractor shall not assign, sublet, convey or transfer its interest in the Agreement without the prior written consent of the County; and

WHEREAS, on November 29, 2018, the County received a Bill of Sale, Assignment and Assumption Agreement from United Site Services of Florida, LLC, stating that Amason's Portable Toilets and Holding Tanks, Inc. in its entirety had been acquired by United Site Services of Florida, LLC on July 13, 2018 (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, as a result, Amason's Portable Toilets and Holding Tanks, Inc. has changed its name to United Site Services of Florida, LLC; and

WHEREAS, pursuant to Article 16 of Master Contract 17-MCC-AMA-08818, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption.
The County hereby approves assignment of Master Contract 17-MCC-AMA-08818 to the Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Assignment Agreement, the Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract 17-MCC-AMA-08818.
2. Incorporation of Terms and Conditions.
Master Contract 17-MCC-AMA-08818 is hereby incorporated into and made part of this Assignment Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 17-MCC-AMA-08818 shall remain in full force and effect.
3. Effectiveness.
This Assignment Agreement shall be effective as of the date first set forth above.
4. Governing Law and Venue.
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Assignment Agreement shall be in St. Johns County, Florida.
5. Counterparts.
This Assignment Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the date first set forth above.

COUNTY:

ASSIGNEE:

St. Johns County, FL
Full Name

United Site Services of Florida, LLC
Full Legal Company Name

Signature – County Representative

Signature – Assignee Representative

Printed Name – County Representative

Printed Name – Assignee Representative

Title – County Representative

Title – Assignee Representative

Date of Signature

Date of Signature

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is entered into and effective as of July 13, 2018, by and between Amason's Portable Toilets & Holding Tanks, Inc., a Florida corporation (the "Seller") and United Site Services of Florida, LLC a Florida limited liability company (the "Buyer"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Buyer and the Seller are parties to that certain Asset Purchase Agreement, dated July 13, 2018 (the "Purchase Agreement"), by and among Buyer, the Seller and Samuel David Allen; and

WHEREAS, the execution and delivery of this Bill of Sale is contemplated by Sections 1.06(a)(ii) and 1.06(b)(v) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

1. Sale of Acquired Assets. For true and lawful consideration paid to it by Buyer, the sufficiency of which is hereby acknowledged, effective as of the Closing, the Seller hereby sells, assigns, transfers, conveys, grants, contributes and delivers to Buyer all right, title and interest in and to the Acquired Assets owned by it on the terms set forth in the Purchase Agreement, free and clear of all liens, encumbrances and claims of any nature. The Seller expressly does not sell, assign, transfer, convey, grant, contribute or deliver any debt, liability, claim, demand, Contract, purchase, sale or other commitment, lease (either as lessor or lessee), or agreement or arrangement, either oral or written, incurred by the Seller or to which the Seller is a party or is bound, except those obligations of the Seller pursuant to the Assumed Contracts exclusively to the extent related to periods of operation and performance under such Assumed Contracts after the Closing Date.

2. Acceptance and Assumption. As of the Closing, Buyer hereby accepts the foregoing sale and assignment of the Acquired Assets and Buyer hereby assumes and agrees to pay, perform and discharge the obligations of the Seller pursuant to the Assumed Contracts, exclusively to the extent related to periods of operation and performance under such Assumed Contracts after the Closing Date, to the extent described therein and on the terms set forth in the Purchase Agreement. Buyer does not hereby assume or agree to assume, pay, perform or discharge, and shall have no responsibility with respect to, any other debt, liability, claim, demand, Contract, purchase, sale or other commitment.

3. Conflict with the Purchase Agreement. The sale, assignment, transfer, conveyance and delivery of the Acquired Assets made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein). In the event of a conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Bill of Sale, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations,

warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Notices. Any notice, request or other document to be given hereunder to any party shall be given in the manner specified in Section 8.04 of the Purchase Agreement.

5. Severability; Specific Enforcement. If any provision of this Bill of Sale or the application of any provision hereof to any circumstances is held invalid, unenforceable, or otherwise illegal, the remainder of the Bill of Sale and the application of such provision to other circumstances shall not be affected, and the provisions so held to be invalid, unenforceable, or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal. Upon any such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible. Each party acknowledges and agrees that the other parties may be damaged irreparably in the event that any of the provisions of this Bill of Sale are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each party agrees that (A) the other parties may be entitled, in addition to other rights or remedies existing in its favor, to injunctive or other relief to prevent breaches of the provisions of this Bill of Sale and to enforce specifically this Bill of Sale and the terms and provisions hereof, in each case without the requirement of posting a bond or proving actual damages (which requirements the other parties shall waive) and (B) each party hereby agrees that such party shall not, in connection with any action brought to specifically enforce a party's rights or obligations under this Bill of Sale, assert, plead or argue that such remedy is unavailable, or otherwise oppose the imposition of such a remedy, on the grounds that money damages are an adequate remedy for the alleged breach of this Bill of Sale.

6. Amendments. No amendment, supplement or modification of this Bill of Sale shall be effective unless in writing signed by all of the parties.

7. Counterparts; Facsimiles. This Bill of Sale may be executed and delivered in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same Bill of Sale. Exchange and delivery of this Bill of Sale by exchange of facsimile copies or other electronic copies bearing the signature of a party shall constitute a valid and binding execution and delivery of this Bill of Sale by such party. Such facsimile or other electronic copies shall constitute legally enforceable original documents.

8. Governing Law; Forum Selection. This Bill of Sale and all disputes arising out of or relating hereto shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed entirely with the State of Delaware, without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply. In the event of any action or dispute between any of the parties arising out of or relating to this Bill of Sale or any of the transactions contemplated hereby, each of the parties hereto hereby (a) expressly and irrevocably submits to the exclusive personal jurisdiction of any state or federal court in the State of Delaware (and of the appropriate appellate courts therefrom) (all such courts, collectively, the "Chosen Courts"), (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave

from any such Chosen Court, and (c) agrees that it will not bring any action relating to this Bill of Sale or any of the transactions contemplated hereby in any court other than a Chosen Court; provided, that each of the parties shall have the right to bring any action or proceeding for enforcement of a judgment entered by any Chosen Court in any other court or jurisdiction.

9. No Third Party Beneficiaries. This Bill of Sale shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Bill of Sale.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be duly executed as of the day and year first above written.

SELLER

AMASON'S PORTABLE TOILETS & HOLDING
TANKS, INC.

By: 

Name: Samuel David Allen

Title: President

BUYER

UNITED SITE SERVICES OF FLORIDA, LLC

By: 

Name: Ronald Carapezzi

Title: President and Chief Executive Officer



CONTRACT AGREEMENT
BID NO: 18-04; Portable Restroom Rental and Servicing
Master Contract #: 17-MCC-AMA-08818

This Contract Agreement, ("Agreement") is made as of this 15th day of December, 2017, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Amason's Portable Toilets and Holding Tanks, Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 273 Jefferson Avenue, Orange Park, FL 32065; Phone: (904)276-4829 ; and Email: macy@amasons.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective on January 1, 2018, and shall remain in effect for an initial contract term of three (3) calendar years, and may be renewed for a maximum of one (1) two-year period, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the continued need for these services. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if doing so serves the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide portable restrooms throughout St. Johns County at multiple locations requiring services throughout the year and at additional locations that shall require services on an as needed basis, as requested by the County for special events, sporting leagues, or circumstances where the County has need of additional portable restrooms. The Contractor shall also be responsible for the maintenance, cleaning and servicing of any and all units provided to the County by the Contractor, as specified in the Scope of Work attached hereto as Exhibit "B", proposed by the Contractor, approved by the County in accordance with Bid No: 18-04 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Parks and Recreation Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon the Unit Prices, as submitted in the bid proposal, accepted by the County, and provided herein on Exhibit A. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the respective St. Johns County Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and

deliverables noted in the Scope of Work, and detailed in this Agreement.

- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Parks and Recreation Department
Attn: Jayne Delaney
2175 Mizell Road
St. Augustine, FL 32080
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the

other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute,

breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, CPPB, FCCM, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Amason's Portable Toilets and Holding Tanks, Inc.
Attn: Macy Evans
273 Jefferson Avenue
Orange Park, Florida 32065

ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 36 --PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 - USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 - SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and

enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 41 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

The Contractor's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached hereto as Exhibit "C", the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted:

ST. JOHNS COUNTY, FL:

Jaime T. Locklear, MPA, CPPB, FCCM
Assistant Purchasing Manager
Printed Name & Title County Representative

Jaime T. Locklear
Signature County Representative

12/15/17
Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Sandy W. [Signature]
Deputy Clerk

12/15/17
Date of Execution

LEGALLY SUFFICIENT
[Signature]
Deputy County Attorney

12/18/17
Date of Execution

CONTRACTOR:

Amason's Portable Toilets and Holding Tanks, Inc.
Company Name

[Signature]
Signature of Contractor Representative

Maui Evans / Sales Manager
Printed Name & Title

12-14-17
Date of Execution

ST JOHNS COUNTY

DEC 15 '17

PURCHASING

Bid No. 18-04; Portable Restroom Rental and Servicing
EXHIBIT "A" -BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Annual Price as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Annual Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to this Agreement through a Contract Amendment.

Pricing adjustments may be considered on an annual basis, and must be mutually accepted by both the Contractor and the County. Price adjustment requests must be based upon the Consumer Price Index (CPI) in affect at the time of request, unless otherwise approved by the County. All accepted and approved price adjustments shall become effective as stipulated in the contract amendment.

Standard Unit	Monthly Rate			Total quantity per Annual Requirement location List	Annual Price
2x/wk Service	\$ 52.50	X 12 Months	X	30	\$18,900.00
3x/wk Service	\$ 63.75	X 12 Months	X	13	\$ 9,945.00
				TOTAL ANNUAL PRICE :	\$28,845.00

As Needed Additional Service Unit Price List

Each Bidder shall submit the unit prices for as needed additional service for each type of rental unit with services as provided below. Any Rental of a standard unit for a duration on one week or more but less than one month will be billed using the Annual rates.

UNIT PRICE LIST

UNIT	Unit Price Daily Rate (No Service)	3 Day Rate Daily Cleaning	Weekly Rate (2x/wk cleaning)	Weekly Rate (3x/wk cleaning)
Standard Single Portable Toilet	\$58.50	\$135.00	\$115.00	\$135.00
ADA Compliant Portable Toilet	\$78.50	\$135.00	\$115.00	\$135.00
Portable Sink	Unit Price Daily Rate	Unit Price 3 Day Rate	Unit Price Weekly Rate	Unit Price Monthly Rate
Single	\$58.50	\$125.00	\$135.00	\$165.00
Double	\$58.50	\$125.00	\$135.00	\$165.00

Miscellaneous	Rate			
Emergency Service Rate	\$150.00	Per delivery or service		
Damage Waiver Fee	\$5.95	Per month or event		

Bid No. 18-04; Portable Restroom Rental and Servicing
EXHIBIT "B" – SCOPE OF WORK

Scope of Work

The Contractor shall be responsible for providing portable restrooms at multiple locations with annual and as needed requirements according to the needs of the County. The Contractor shall be responsible for performing any and all necessary maintenance, repairs, and cleaning services to any and all units rented by the County in order to maintain working and clean portable restrooms for use by the general population at any and all locations throughout the County.

Restrooms

The Contractor shall provide single toilet, restrooms equipped with mounted urinal, toilet paper, and hand-sanitizer dispenser. All restrooms provided under this contract shall be of like color and size, unless otherwise requested by SJC. All restrooms shall be fully functioning, in good working condition with no internal or external components in disrepair or non-working condition. Any restrooms found by St. Johns County to be in unsatisfactory condition based on cleanliness, operation or appearance shall be reported to the Contractor immediately, and must be replaced with a satisfactory restroom, as approved by St Johns County Department within forty eight (48) hours of notification.

If and when additional restrooms are required at any SJC location, the County shall notify the Contractor, and request pricing, if restrooms required are different than those included herein. Additional restrooms shall be authorized by a Contract Amendment, and shall not be placed at any SJC location until receipt of a fully executed Contract Amendment.

Any and all restrooms placed at County locations under this Bid shall remain the property of the Contractor. The Contractor shall be solely responsible for any and all damages to any restroom(s) caused by weather, vandalism, fire, or any other factors. The County shall not be liable for any damages to any restrooms placed at County locations under this Bid for any reason.

Installation

The Contractor shall be responsible for installation of all restrooms provided under this contract. Installation shall include preparing and leveling each site for placement of a restroom, placing of the restroom, staking the restroom using a minimum of two (2) posts as required to ensure stability and safety for patrons, and inspecting to ensure each restroom is fully stocked and functioning as required. SJC must approve, in writing, any alternate methods of staking down any restroom(s) proposed by the Contractor prior to implementation.

The Contractor shall install all restrooms included under the contract before January 1, 2018. Any and all other restrooms requested by the County shall be installed within forty eight (48) hours of notification by the County, or as requested by the County.

Any and all costs associated with installation of restrooms under the contract must be included in the pricing submitted on the Official County Bid Form. No additional costs for installation or removal of restrooms shall be assessed to the County under this Bid.

Annual Requirements

The units with Annual Requirements under this Bid include locations that require one or more units to be in place throughout the year. These locations require units and services annually unless removed by written request of the County. The Contractor shall be required to service these units two (2) or three (3) times per week, as specified below. If, at any time, the County chooses to add units to the list with Annual Requirements, the County shall specify whether the added units shall be serviced two (2) times per week, or three (3) times per week.

Servicing of Restrooms

The Contractor shall be responsible for performing any and all cleaning, pumping out, and maintenance of all restrooms provided to the County under the contract.

Cleaning of Restrooms

The Contractor shall clean all restrooms no less than Two (2) times per week on Monday's and Friday's. Cleaning shall be required before ten o'clock (10:00am) each day. If the Contractor is unable to provide services before 10:00am on any day, it shall be the responsibility of the Contractor to notify the County of the new time the services shall be performed..

If, at any time, the Contractor is unable to perform the required cleaning services as specified herein, the Contractor is required to notify SJC and coordinate an alternate schedule to perform the required cleaning(s), or prorate the invoice, subtracting costs for any services not performed accordingly.

At each cleaning, the Contractor shall be required to mop, and/or scrub the interior of each restroom, including on and under the toilet seats, urinals, and immediate areas, with an appropriate disinfectant. The walls and floors of each restroom shall be swept and/or mopped with an appropriate cleanser to maintain sanitary conditions. All handles, interior and exterior shall be sanitized.

The Contractor shall determine, at each cleaning, whether or not the restroom must be pumped out, and shall do so as needed to maintain satisfactory appearance and cleanliness. Restrooms shall be cleaned after being pumped out to maintain sanitary conditions.

The Contractor shall provide any and all necessary chemicals, cleaning equipment and supplies. All units shall be mopped with disinfectant and toilet seats, urinals and immediate areas shall be sanitized after being pumped out.

If a unit or units experience high volumes of patrons, additional, same day servicing may be requested by the County. The Contractor shall be responsible for providing this servicing by or before 5:00pm the same day, if the request was made before 1:00pm.

Record of Cleanings

The Contractor shall be required to maintain a record of all cleaning, maintenance and servicing of each restroom throughout the duration of the contract. The record shall include the date, time, name of staff performing the service, and the conditions of the restroom at the time of cleaning (i.e. did the restroom have to be re-staked, was it tipped over, etc). Additional cleanings, servicing (i.e. pumping out), and any other maintenance or service performed at each restroom shall be recorded on this record. The Contractor staff responsible for cleaning(s) shall carry a copy of the record with them throughout each day to record all required information for each restroom. If multiple staff members perform cleanings, maintenance, or services, then each staff member shall carry a copy to record the required information for the restrooms being serviced. The information for all units shall be compiled into a report that shall be submitted to SJC Parks and Recreation Department every Monday throughout the contract. Failure by the Contractor to submit this information to the designated County representative as required shall result in the County withholding payment until the information is submitted. The County reserves the right to request copies of the handwritten records from Contractor staff to verify the information submitted in the report.

In addition to the record of cleanings stated above, the Contractor shall place a log-in sheet in each restroom that Contractor staff shall initial, time and date stamp each time the restroom is cleaned, or serviced. The log-in sheet must be maintained throughout each cleaning period, and may be requested by SJC at any time for review. SJC staff shall also randomly inspect restrooms and check the log-in sheet to determine if the Contractor is complying with the cleaning schedule.

If, upon inspection by SJC, any restroom does not have the appearance of having been cleaned as required, and/or the log-in sheet is not filled out as stated above, SJC shall notify the Contractor, and the Contractor shall be required to arrive at the specified restroom(s) to perform the required cleaning services within two (2) hours of notification from SJC at no additional cost to the County.

Maintenance of Restrooms

The Contractor shall be required to perform any and all maintenance services required to keep the restrooms placed at any County location. This includes, but is not limited to: repairing/replacing stakes, re-staking restrooms to prevent tip-overs, repair/replacement of doors, interior and exterior handles and locks, toilet seats, hand-sanitizer dispensers, urinal fixtures, and all other fixtures in order to maintain the restrooms in good working condition. Maintenance performed on any restroom(s) shall be at the Contractor's expense, and shall not be born by the County.

If any restroom falls into such disrepair, or unsatisfactory conditions or appearance, that maintenance and/or repair services are unable to restore the restroom to satisfactory condition as determined by the County, the Contractor shall be

required to replace the failing restroom immediately, at no additional cost to the County.

Supplies

The Contractor shall be required to provide any and all supplies needed for all restrooms placed under this Bid. The required supplies shall include, but are not limited to: hand sanitizer, toilet paper, cleansers, disinfectants, mops, and chemicals for the restroom basins. The Contractor shall be required to replenish supplies left in the restrooms (i.e. toilet paper, hand sanitizer) at each cleaning to ensure the restroom will not run out prior to the following cleaning visit. This is a requirement of the Department of Health.

As Needed Requirements

The units with As Needed Requirements under this Bid include locations that *may* require units during certain times of the year for athletic leagues, special events, or other circumstances that require units for a temporary period of time (longer than a week, less than a year). These locations shall be maintained as requested by the County Department (2-3x per week).

Maintenance and servicing shall be the same as with Annual Requirements.

Quantities

St. Johns County reserves the right to increase or decrease the number of items at any time throughout the duration of the Contract. Prices shall remain the same for any items added to or subtracted from the contract.

Locations

The following locations are designated locations where restrooms must be placed by the Contractor. The County reserves the right to add and/or delete locations from the list below, and/or increase/decrease the quantity of restrooms placed at any location(s). The locations, requirements and servicing schedules are subject to change.

Annual Requirements				
Locations	Address	# of Units	Type	Servicing Schedule
Durbin Crossing Park	345 Islesbrook Parkway, St. Johns, 32259	4	Single	Mon, Wed & Fri
Old Shands Bridge	10000 Shands Pier Rd, St. Johns, 32259	2	Single	Mon & Fri
Palmo Fish Camp	8600 Palmo Fish Camp Rd, St. Aug 32092	1	Single	Mon & Fri
Palm Valley Bridge	383 S Roscoe Blvd, Ponte Vedra 32082	2	Single	Mon & Fri
A1A past Matanzas	8852 A1A So (SE side of Matanzas Bridge)32080	1	Single	Mon & Fri
R.B. Hunt Elementary	191 Red Cox Dr, St. Aug, 32080	1	Single	Mon & Fri
De Leon Shores	9 Dolphin Blvd E, Ponte Vedra, 32082	2	Single	Mon & Fri
Doug Crane Boat Ramp	1039 Shore Drive, St. Aug 32086	2	Single	Mon, Wed & Fri
Davis Park	210 Davis Park Rd, Ponte Vedra, 32081	3	Single	Mon, Wed & Fri
N Shore Park	120 Meadow Ave, St. Aug 32084	1	Single	Mon & Fri
Osceola Elementary Sch Fld	1605 Osceola Elem Rd, St. Aug 32084	2	Single	Mon, Wed & Fri
Joe Pomar Park	1600 Masters Dr, St. Aug 32084	1	Single	Mon & Fri

BMX Track	3005 Allen Nease Rd, Elkton, 32033	2	Single	Mon & Fri
Nocatee Community Park	707 Nocatee Center Way	2	Single	Mon, Wed & Fri
Treaty Pk Skatepark	1595 Wildwood Dr, St. Aug 32086	1	Single	Mon & Fri
Gamble Rogers Sch Fld	6250 US1 So, St. Aug 32086	2	Single	Mon & Fri
Pacetti Bay Sch Fld	245 Meadowlark Lane, St. Aug 32092	3	Single	Mon & Fri
Mill Creek Elem Fld	3750 Int'l Golf Pkwy, St. Aug 32092	2	Single	Mon & Fri
Switzerland Point Sch Fld	777 Greenbriar Rd, St. Johns 32259	3	Single	Mon & Fri
SJC Golf Club	4900 Cypress Links Blvd, Elkton, 32033	2	Single	Mon & Fri
Tillman Ridge Landfill	3005 Allen Nease Rd, Elkton, 32033	1	Single	Mon & Fri
Stratton Rd Transfer Station	250 N Stratton Rd, St. Augustine, 32095	1	Single	Mon & Fri
Simms Pit	536 S Holmes Blvd, St. Augustine, 32084	1	Single	Mon & Fri
Smith Road Pit	8250 Smith Road, Hastings 32145	1	Single	Mon & Fri

As Needed Requirements

Locations	Address		# of Units	
Hastings Football Fld	400 E Harris St, Hastings 32145	As needed	Single	As needed
Armstrong Rec Park	4950 Harvey Ave, St. Aug 32033	As needed	Single	As needed
South Ponte Vedra Pk	2993 S Ponte Vedra Blvd, Ponte Vedra 32082	As needed	Single	As needed
Vilano Beach Pavilion	2752 Anahma Dr, St. Aug 32084	As needed	Single	As needed
Fruit Cove Middle School	3180 Race Track Road, St. Johns, FL 32259	As needed	Single	As needed
St. Joseph Academy Fld	155 SR 207, St. Aug 32084	As needed	Single	As needed

Bid No. 18-04; Portable Restroom Rental and Servicing
EXHIBIT "C"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving

such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

7. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.


ACCEPTANCE OF NOTICE OF AWARD

Bid No. 18-04; Portable Restroom Rental and Servicing
Master Contract No. 17-MCC-AMA-08818

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Amason's Portable Toilets and Holding Tanks, Inc this 14th day of December, 2017.

By:



Name:

Macy Evans

(Please Type or Print)

Title:

Sales Manager

ST JOHNS COUNTY

DEC 15 '17

PURCHASING



St. Johns County Board of County Commissioners

Purchasing Division

December 18, 2017

Mr. Macy Evans
Amason's Portable Toilets and Holding Tanks, Inc.
273 Jefferson Avenue
Orange Park, Florida 32065

**Re: Bid No. 18-04; Portable Restroom Rental and Servicing
Master Contract No. 17-MCC-AMA-08818**

Dear Mr. Evans:

Enclosed, please find a fully executed original copy of the above referenced Contract Agreement for your files.

To coordinate and schedule the delivery of the portable restroom units per the contract, please contact Dale Vaughn, Park Maintenance Superintendent at dvaughn@sjcfl.us or 904-209-0334.

We thank you for doing business with St. Johns County. Please feel free to call me at (904) 209-0156 should you have any questions regarding the above.

Sincerely,
St. Johns County Purchasing Department

A handwritten signature in black ink, appearing to read "April Johnston".

April Johnston
Procurement Coordinator
904.209.0156 – Direct
904.209.0157 – Fax
ajohnston@sjcfl.us

CC: SJC Minutes & Records
SJC Purchasing Bid No. 18-04 Master Contract File