

**NAPA COUNTY AGREEMENT NO. 240001B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 240001B is made and entered into as of this ____ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and UNITED SITE SERVICES OF CALIFORNIA, INC., a California corporation, whose mailing address is 118 Flanders Road, Westborough, MA 01581, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 240001B entered into as of June 13, 2023, and effective July 1, 2023 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide portable restroom and sanitation services at various County locations; and

WHEREAS, on November 1, 2023, the COUNTY and CONTRACTOR entered into Amendment No. 1 to update the scope of work to include additional services at the Fire Training Grounds and increase maximum compensation to accommodate the need for additional routine services; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the maximum compensation for Fiscal Year 24/25 to accommodate the need for additional non-routine services.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Exhibit “B-1” of the Agreement is rescinded and replaced in full by the document entitled Exhibit “B-2”, incorporated herein, and all references in the Agreement to Exhibit “B” and “B-1” shall mean Exhibit “B-2”.
2. Paragraph 3, “**Compensation**” is hereby amended to read in full as follows:
 - 3. Compensation.**
 - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-2” attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as set forth below; provided, however,

that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

Fiscal Year	Routine Services	Non-Routine/ Emergency Services	Annual Maximum
FY23/24	\$21,000	\$8,000	\$29,000
FY24/25	\$21,000	\$58,000	\$79,000
FY25/26	\$21,000	\$8,000	\$29,000
FY26/27	\$22,000	\$9,300	\$31,300
FY27/28	\$22,000	\$9,300	\$31,300

3. **Counterparts.** This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

4. **Electronic Signatures.** This Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 2 and shall have the same force and effect as a manually executed original.

5. This Amendment No. 2 shall be effective as of January 15, 2025.

6. Except as provided in paragraphs 1 through 5 above, the terms and provisions of the Agreement shall remain in full force and effect.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

UNITED SITE SERVICES OF CALIFORNIA, INC.

By  _____
JEFF DUNLOP, Vice President and Assistant Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Chief Deputy County Counsel</p> <p>Date: <u>February 3, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “B-2”

COMPENSATION

CONTRACTOR shall provide sanitation services as outlined in Exhibit “A-1” at the following rates:

<u>RATES FOR ROUTINE SERVICES – COUNTY WIDE</u>		
SERVICE LOCATION	MONTHLY FEE Fiscal Years 1-3 July 1, 2023-June 30, 2026	MONTHLY FEE Fiscal Years 4-5 July 1, 2026-June 30, 2028
Cuttings Wharf Vault Toilets – County Owned	\$315.00 per month	\$330.75 per month
Coombs and 5th Portable Restrooms	\$270.25 per month	\$283.76 per month
Roads Division Portable Restroom	\$145.63 per month	\$152.71 per month

<u>RATES FOR ROUTINE SERVICES – COUNTY FIRE DEPARTMENT</u>		
SERVICE LOCATION	MONTHLY FEE Fiscal Years 1-3 July 1, 2023-June 30, 2026	MONTHLY FEE Fiscal Years 4-5 July 1, 2026-June 30, 2028
County Fire Training Grounds Portable Restrooms & Freestanding Sink – County Owned	\$714.00 per month	\$749.70 per month
Dry Creek/Lokoya Volunteer Fire Station Portable Restroom	\$108.10 per month	\$113.50 per month
Fire Station Number 25 Portable Restroom	\$135.13 per month	\$141.88 per month

<u>RATES AND FEES FOR NON-ROUTINE, ON-CALL/EMERGENCY SERVICES*</u>		
SERVICE	MONTHLY FEE Fiscal Years 1-3 July 1, 2023-June 30, 2026	MONTHLY FEE Fiscal Years 4-5 July 1, 2026-June 30, 2028
Regular Portable Restroom (includes one (1) basic cleaning service per week) - Fee per unit	\$105.00 per unit per month	\$110.25 per unit, per month
Regular Portable Restroom with interior sink (includes one (1) basic cleaning service per week) - Fee per unit	\$131.25 per unit, per month	\$137.81 per unit, per month
Regular Portable Restroom on a trailer with interior sink (includes one (1) basic cleaning service per week) - Fee per unit	\$141.75 per unit, per month	\$148.83 per unit, per month
ADA Portable Restroom (includes one (1) basic cleaning service per week) - Fee per unit	\$189.00 per unit, per month	\$198.45 per unit, per month
Freestanding sink - Fee per unit	\$94.50 per unit, per month	\$99.22 per unit, per month

Maximum delivery charge for locations in Napa County	\$65.00 per unit	\$70.00 per unit
Damage Waiver	\$15.00 per unit, per month	\$15.75 per unit, per month
24-hour response time for urgent requests that fall on weekends, after hours, and holidays	\$200.00 trip charge plus standard rate of request	\$210.00 trip charge plus standard rate of request
Additional vault toilet cleaning	\$315.00 per service	\$330.75 per service
Additional portable restroom/sink basic cleaning	25% of listed monthly rate	25% of listed monthly rate

*Non-Routine, On-Call/Emergency services rates above do not include tax since exact location of services may vary.

Maximum Compensation:

County Wide:

Routine Services: Contract includes up to \$9,000 per fiscal year for fiscal year 23/24, 24/25, and 25/26 and \$9,500 per fiscal year in fiscal years 26/27 and 27/28 for routine services provided County Wide at the rates listed in this Exhibit “B-2”.

Non-Routine, On-Call/Emergency Services: Contract includes up to \$3,000 in fiscal year 23/24, \$53,000 in fiscal year 24/25, \$3,000 in fiscal year 25/26, and \$3,500 per fiscal year in fiscal years 26/27 and 27/28 for non-routine, on-call/emergency services provided County Wide at the rates listed in this Exhibit “B-2”.

County Fire:

Routine Services: Contract includes up to \$12,000 per fiscal year in fiscal years 23/24, 24/25, and 25/26 and \$12,500 per fiscal year in fiscal years 26/27 and 27/28 for routine services provided to County Fire Department at the rates listed in this Exhibit “B-2”.

Non-Routine, On-Call/Emergency Services: Contract includes up to \$5,000 per fiscal year in fiscal years 23/24, 24/25, and 25/26 and \$5,800 per fiscal year in years 26/27 and 27/28 for non-routine, on-call/emergency services provided County Fire Department at the rates listed in this Exhibit “B-2”.

CONTRACTOR DEFINED HOURS:

1. Regular Hours: Monday to Friday (excluding Federal holidays) 6:00 a.m. to 5:00 p.m.
2. Weekend Hours: Saturdays 8:00 a.m. to 12:00 p.m.
3. Holidays: All Federal holidays
4. After Hours: Any timeframes outside of those indicated in points 1-3 above

Payment of California Prevailing Wage is required.

Department of Industrial Relations (DIR) Registration Number: 1000010469