

AMENDMENT NO. 2 TO AGREEMENT NO. C2023-183

Services of ADA Accessible Portable Toilets around various Park locations

City Budget Code: 10050200-53332

Various Special Events Incl. 10050301-53322

53060110-54402

This Amendment No.2 ("**Amendment**") to City Agreement No. C2023-183, entitled Services of ADA Accessible Portable Toilets around the City of Napa ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and American Sanitation, Inc., a California corporation ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and Consultant entered into the Agreement, effective October 5, 2023, for an amount not to exceed \$125,000.

B. City and Consultant entered into Amendment No. 1, effective February 5, 2025, in the increased amount of \$75,000 for a new total not to exceed contract amount of \$200,000.

C. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

3. PAYMENT. City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$75,000. The cumulative total compensation payable to the Consultant will not exceed \$275,000 without prior written authorization from the City (based on \$200,000 for the original Agreement and any prior amendments, plus \$75,000 for this Amendment).

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

5. SIGNATURES; ELECTRONIC SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this

ATTACHMENT 1

Amendment on behalf of the respective legal entities of Consultant and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

By: _____
Steve Potter, City Manager

Date: _____
("Effective Date")

CONSULTANT:
American Sanitation, Inc., a California Corporation

By: _____
Keith Foudy, General Manager

By: _____
Kristie Martin, Office Manager

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Christopher J. Diaz, Interim City Attorney

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE

The Consultant will perform the Additional Services described below, within the specified times:

Consultant shall provide the portable units listed in the table below for use on City property and all tools, labor and equipment needed to service the units, including pumping out, cleaning, restocking toilet paper, and filling out the service log of all units listed in the table below at the frequency identified below. Consultant shall service the City-owned Lake Hennessey Boat Launch bathroom vault annually at a time determined in writing by the City's Authorized Representative.

| Location | Portables Needed | Cleaning Days |
|--|---|--|
| Alston Park | 1 Handicap, 1 Standard | Mon, Wed, Fri (weekly) |
| Formal Gardens | 1 Handicap | Mon, Tues, Wed, Sat (weekly) |
| Dry Creek Park | 1 Handicap | Mon, Fri (weekly) |
| Douglas Avenue | 1 Handicap | Wed (weekly) |
| Kennedy Park Nursery | 1 Standard | Wed (weekly) |
| Trancas Crossing Park | None-Tank Cleaning | Tues, both sides (once per month) |
| Fairview Park | 1 Handicap | Tues (weekly) |
| Skate Park (Kennedy) | 1 Handicap | Mon, Wed, Fri (weekly) |
| Softball Field 2 & 3 (Kennedy) | 1 Handicap | Mon, Wed, Fri (weekly) |
| Softball Field 1 (Kennedy) | 1 Handicap | Mon, Wed, Fri (weekly) |
| Oxbow Commons | 1 or more for each of the 36 Special events | Thurs, Fri, Sat, Sun, Mon |
| Downtown (4 th of July Event) | 16 Handicap, 4 Standard, 4 Sinks, | 4 th Of July |
| Lake Hennessey Area | 5 Handicap, 1 sink | Once/week 10/1-2/28 Twice/Week 3/1-9/30 |
| Lake Hennessey Boat Launch | Service Boat Launch Bathroom Vault | Annually upon request |
| Kennedy Park Boat Launch Holding Tank Pump | Service Holding Tank | Bi-Annually upon request |

AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services only as follows and subject to the not-to-exceed limit in Section 2.1 of the Agreement:

Standard unit Rental \$10.00 - Service \$61.00 = \$71.00*

Handicap unit Rental \$10.00 - Service \$85.00 = \$95.00*

Handwash Station Double Sink Rental \$10.00 – Service \$65.00 = \$75.00*

Extra Service \$21.00

Extra Service \$21.00 X 2 = \$42.00 (Two Cleanings in One Day)

Double Faucet Sink Rental \$10.00 Service \$65.00 = \$75.00 per month

Extra Service - \$21.00 Per Unit Per Cleaning

Holding Tank service per Tank \$20.00 x 2 = \$40.00 = \$160.00 per month.

Lake Hennessey Waste Pump - \$585.00 up to 1500 Gallons

Kennedy Park Boat Launch Holding Tank Pump - \$100.00 per Side x 2 = \$200.00

* Rates are based on a 28 day rental with no proration.

ATTACHMENT 1

Pricing is based on a 28-day billing cycle. These prices include weekly cleaning and restocking of all products. Pricing does not include Tax. Please Note: City will ONLY be taxed on the Rental portion and not on service.