

**SECOND AMENDMENT TO AGREEMENT**

THIS SECOND AMENDMENT to Agreement No. 17-054 ("Second Amendment") is made and entered into this 28th day of April, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and AAA Quality Services, Inc., a California corporation, whose address is 321 E. Noble Avenue, Farmersville, CA 93223, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 17-054, dated February 28, 2017 ("Agreement"), pursuant to which CONTRACTOR agreed to provide portable chemical toilet rental and portable chemical toilet maintenance services for certain specified County departments, including the Sheriff-Coroner, the Department of Social Services, and various divisions within the Department of Public Works and Planning; and

WHEREAS, the original Agreement provided for various annual maximum amounts for each user department/division, and for a maximum cumulative amount not to exceed \$235,000 for the entirety of the contract term; and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement, dated December 10, 2019 ("First Amendment"), which removed the annual maximum compensation payable for each department and increased the maximum compensation by \$25,000, resulting in a contract maximum of \$260,000; and

WHEREAS, CONTRACTOR made a request, on January 24, 2020, for a price adjustment to increase the rates set forth at pages 15 and 16 of CONTRACTOR's Response to the original Request for Quotation (appended as part of Attachment A to the original Agreement), with no change to the maximum amount of compensation which would remain at \$260,000; and

WHEREAS, COUNTY has determined and agreed to make an adjustment to provide for an increase in the rates, as allowed in accordance with Section IX of the Agreement, with no increase in the maximum compensation payable under the Agreement, which shall remain at the cumulative amount of \$260,000 over the entirety of the contract term.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to provide for an

1 increase in the rates for remainder of the contract term, as follows:

2 1. Pages 15 and 16 of CONTRACTOR's Response to Request for Quotation 17-017  
3 (appended as part of Attachment A to the original Agreement) are hereby deleted in their entirety and  
4 replaced and superseded by the Quotation Schedules set forth in Exhibit 1-A and Exhibit 1-B, which are  
5 attached to this Second Amendment and incorporated by this reference as though fully set forth herein.

6 2. From and after the effective date of this Second Amendment, for actual services provided by  
7 CONTRACTOR, County agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
8 compensation in accordance with the rates specified in Exhibit 1-A and Exhibit 1-B to this Second  
9 Amendment.

10 3. Section V ("COMPENSATION") of the Agreement, as previously amended, is hereby  
11 deleted in its entirety and replaced by the following:

12 "COUNTY shall compensate CONTRACTOR in accordance with the terms and conditions set forth  
13 in the original Agreement (as previously modified) and Attachment A thereto, except that, from and  
14 after the effective date of this Second Amendment, the rates payable to CONTRACTOR for  
15 CONTRACTOR's services shall be governed by Exhibit 1-A and Exhibit 1-B to this Second  
16 Amendment.

17 In no event shall the maximum total compensation payable under this Agreement exceed the  
18 cumulative amount of \$260,000 over the entire term (including any extensions) of this Agreement.

19 It is understood that all expenses incidental to CONTRACTOR's performance of services under this  
20 Agreement shall be borne by CONTRACTOR."

21 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the  
22 Agreement, and that upon execution of this Second Amendment, the Agreement, as previously modified by  
23 the First Amendment, together with the provisions of this Second Amendment, shall constitute the complete  
24 Agreement between the parties.

25 The Agreement, as hereby further amended, is ratified and continued. All provisions, terms,  
26 covenants, conditions and promises contained in the Agreement and not amended herein shall remain in  
27 full force and effect.

28 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement  
2 No. 17-054, effective as of the day and year first hereinabove written.

3  
4 **CONTRACTOR AND/OR CONSULTANT**

**COUNTY OF FRESNO**

5 Terry S. Foubel  
6 (Authorized Signature)

Ernest Buddy Mendes  
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of  
Fresno

7 Terry S. Foubel District Manager  
8 Print Name & Title

9 PO BOX 535  
Mailing Address

10 Farmersville, CA 93223  
11 City, State, and Zip Code

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

12  
13  
14  
15  
16  
17 By: Rosa Cruz  
Deputy

18  
19  
20  
21  
22  
23 **FOR ACCOUNTING USE ONLY:**

24 Fund/Subclass:	0001/10000	0010/11000	7001/00001	0001/10000	0700/15000
Org.	3111	4510	5610	7910	9026
25 Account No.:	7295	7295	7295	7430	7295

**EXHIBIT 1 - A  
QUOTATION SCHEDULE  
CHEMICAL TOILETS RENTAL**

**RENTAL RATES**

Monthly Rental Charge (including travel time, pumping, cleaning, adding new chemicals, tissue refill, and hand towel refill)

	ORIGINAL RATES <sup>1</sup>			ADJUSTED RATES <sup>2</sup>	
	Service Once Per Week	Service Twice Per Week		Service Once Per Week	Service Twice Per Week
Double Chemical Toilet (2 toilets trailer mounted w/hand wash facilities)	\$ 178.73 Per Month	\$ 318.00 Per Month		\$ 186.73 Per Month	\$ 333.73 Per Month
Single Chemical Toilet (1 toilet trailer mounted w/hand wash facilities)	\$ 115.73 Per Month	\$ 210.73 Per Month		\$ 123.73 Per Month	\$ 215.73 Per Month
Skid-Mounted Chemical Toilet (with hand wash facilities/antiseptic towel)	\$ 115.73 Per Month	\$ 210.73 Per Month		\$ 123.73 Per Month	\$ 215.73 Per Month
Double Chemical Toilet (2 toilets trailer mounted/no hand wash facilities)	\$ 121.73 Per Month	\$ 221.73 Per Month		\$ 124.73 Per Month	\$ 226.73 Per Month
Single Chemical Toilet (1 toilet trailer mounted/ no hand wash facilities)	\$ 68.73 Per Month	\$ 121.73 Per Month		\$ 71.63 Per Month	\$ 126.73 Per Month
Skid-Mounted Chemical Toilet (No hand wash facilities)	\$ 64.73 Per Month	\$ 117.73 Per Month		\$ 67.43 Per Month	\$ 122.73 Per Month
Stand Alone Sinks	\$ 64.73 Per Month	\$ 117.73 Per Month		\$ 67.43 Per Month	\$ 122.73 Per Month
Delivery Charge	\$ 20.00 Per Unit	\$ 20.00 Per Unit		\$ 22.00 Per Unit	\$ 22.00 Per Unit
Pick Up Charge	\$ 20.00 Per Unit	\$ 20.00 Per Unit		\$ 22.00 Per Unit	\$ 22.00 Per Unit

**Delivery and Services instructions will be provided by the department placing the order.**

<sup>1</sup> Original Rates effective 02/28/2017 through 04/27/2020

<sup>2</sup> Adjusted Rates effective 04/28/2020 (effective date of Amendment II) through the remainder of the contract term

**EXHIBIT 1 - B  
 QUOTATION SCHEDULE  
 SERVICE ONLY – SITE OWNED UNITS**

(Including removal and disposal of trash, cleaning of the unit inside and out, refilling chemicals, stocking of consumables, recording of services on a label affixed inside each unit.)

**American Avenue Disposal Site  
 18950 W. American Ave.  
 Kerman, CA**

All units must be pumped and cleaned a minimum of twice per week.

DESCRIPTION	ORIGINAL RATES <sup>1</sup>		ADJUSTED RATES <sup>2</sup>	
	QTY	Cost Per Unit Per Each Cleaning	QTY	Cost Per Unit Per Each Cleaning
Standard Poly Portable Skid Mounted Chemical Toilet (including Hand Wash Facilities)	5	\$ 14.00 Per each unit	5	\$ 15.68 Per each unit
Enhanced Access (Handicap) Unit (including hand wash facilities)	1	\$ 14.00 Per each unit	1	\$ 15.68 Per each unit
Stand Alone Sinks	2	\$ 14.00 Per each unit	2	\$ 15.68 Per each unit

**Additional Services:**

- Service Customer Owned Toilet (Must include travel time, clean, pump, chemicals and tissue refill)

**CURRENT RATES**

\$ 43.18

**ADJUSTED RATES**

\$ 48.36

Location may vary throughout the County.

- Include a rental list of other available units and applicable rental fees.

<sup>1</sup> Original Rates effective 02/28/2017 through 04/27/2020

<sup>2</sup> Adjusted Rates effective 04/28/2020 (effective date of Amendment II) through the remainder of the contract term