

AMENDMENT NO. 2

UNITED SITE SERVICES OF CALIFORNIA, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this ____ day of _____ 2026 ("Amendment No. 2"), by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UNITED SITE SERVICES OF CALIFORNIA, INC., a California Corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on November 6, 2024 and Amendment No. 1 on July 15, 2025 (collectively the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to amend the Agreement and increase the funds by an amount not to exceed \$10,000, for a total not to exceed Agreement amount of \$136,826; and
3. WHEREAS, CITY and CONTRACTOR agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

UNITED SITE SERVICES, INC., a California
Corporation, hereinabove called
"CONTRACTOR"

JAMES LINDSAY
Interim City Manager

ANGELA FLEMING
Bid Lead - Contracts

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

KATIE O. LUCCHESI
City Attorney

KL

AMENDMENT NO. 1

UNITED SITE SERVICES OF CALIFORNIA, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this 15th day of July 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UNITED SITE SERVICES OF CALIFORNIA, INC., a California Corporation (hereinafter "CONTRACTOR").

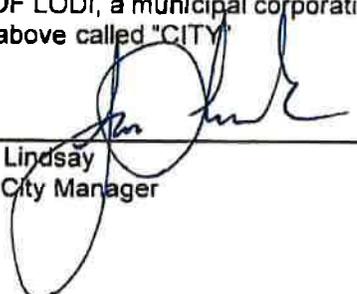
WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on November 6, 2024 ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY desires to amend the term of the Agreement through August 31, 2026; and
3. WHEREAS, CITY requests to amend the contract and increase the funds by an amount not to exceed \$60,000, for a total not to exceed amount of \$126,826, as set forth in Exhibit 2, attached hereto and made part hereof; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

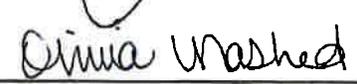
NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

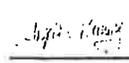
CITY OF LODI, a municipal corporation
hereinabove called "CITY"


James Lindsay
Acting City Manager

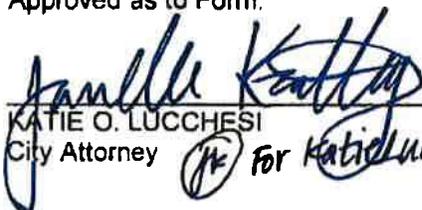
Attest:


OLIVIA NASHED
City Clerk

UNITED SITE SERVICES, INC., a California
Corporation, hereinabove called
"CONTRACTOR"


ANGELA FLEMING
Bid Lead- Contracts

Approved as to Form:


KATIE O. LUCCHESI
City Attorney

 For Katie Lucchesi

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on November 6, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UNITED SITE SERVICES OF CALIFORNIA, INC., a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for services to be performed as follows: to provide labor, materials, and rental equipment, such as portable toilet, hand wash stations, and other similar rental stations used for public hygiene and convenience at various park facilities and for City of Lodi sponsored public events (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames.

The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on JUNE 1, 2024 and terminates upon the completion of the Scope of Services or on AUGUST 31, 2025, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional **one (1) year extension(s)**; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed two (2) year(s).

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information

requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations

required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Christina Jaromay

To CONTRACTOR: United Site Services of California, Inc.
 P.O. Box 53267
 Phoenix, AZ 85072-3267
 Attn: Sean McDowell

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the

prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any

liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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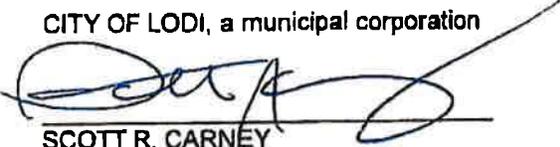
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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

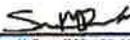

OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation

SCOTT R. CARNEY
City Manager

APPROVED AS TO FORM:

UNITED SITE SERVICES OF CALIFORNIA,
INC., a California corporation

By: 
KATIE O. LUCCHESI
City Attorney 

By: 
Sean McDowell (Oct 29, 2024 15:43 EDT)
Name: SEAN MCDOWELL
Title: Director of Contracts

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

Funding Source: 20072202.72499
(Business Unit & Account No.)

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)

EXHIBIT A

Scope of Services:

Work to be performed shall be to provide labor, materials, and rental equipment, such as portable toilet, hand wash stations, and other similar rental stations used for public hygiene and convenience at various park facilities and for City of Lodi sponsored public events.

Rental of portable toilet and hand wash station: equipment shall be, in compliance with proposed maintenance, placed in a convenient accessible location on level ground; holding tank will be evacuated and interior debris removed; holding tank will be refilled with deodorizer, interior walls, toilet seat, urinal, exterior of holding tank; paper dispenser and floor will be sprayed with disinfectant, cleaned and dried when serviced; when ordered, hand sanitizer or hand wash station will be replenished and restocked; toilet paper dispenser will be restocked with two rolls; technician will inspect each unit for graffiti, minor damage or repairs and report them to parks division staff.



EXHIBIT B
NOT TO EXCEED \$66,826.21 1

Account #: ACT-00154239
 Quote #: Q-1035650
 Contract #:
 Expiration Date: 07-24-24

Quote
 Date: 06-24-24

Customer: CITY OF LODI

Document #
 1035650

Delivery Address:

1101 W TURNER RD
 LODI, CA 95242

Requested By:

TRACEY ROLETTO
 209-269-4880
 troletto@lodi.gov

USS Contact:

Mark Rudd
 Inside Sales Rep-Terr
 (775) 332-1834
 mark.rudd@unitedsiteservicesinc.com
 United Site Services of California, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Restroom Bundle Configuration						
Estimated Delivery 07-01-24 Pickup 06-30-25						
Standard Restroom	EA	\$43.00	6	Recurring	\$258.00	Y
1 Service 3 Days per Week	EA	\$299.00	6	Recurring	\$1794.00	N
Restroom Bundle Configuration						
Estimated Delivery 07-01-24 Pickup 06-30-25						
1 Service 3 Days per Week	EA	\$399.00	6	Recurring	\$2394.00	N
ADA Restroom	EA	\$81.00	6	Recurring	\$486.00	Y
Hand Cleaning Bundle Configuration						
Estimated Delivery 07-01-24 Pickup 06-30-25						



QUOTE SUMMARY

Date: July 8, 2024

Quote:

COMPANY:

PHONE NO.:

SALES REP.:

United Site Service	ASAP Site Services	Honeybucket
Mark Rudd		Pat Donohue
1-800-TOILETS	NO RESPONSE	NO RESPONSE

QTY	UOM	DESCRIPTION	UNITED SITE SERVICE	ASAP SITE SERVICES	HONEYBUCKET
6	Ea	ADA restroom rental – Price to include delivery, setup and removal, service 3 times weekly at Lodi Lake for six months			
6	Ea	Standard restroom rental – Price to include delivery, setup and removal, service 3 times weekly at Lodi Lake for six months			
4	Ea	Sink wash station – price to include delivery, setup and removal, service 3 times weekly at Lodi lake for six months	\$7455.48		per month
1	Ea	ADA restroom rental – Price to include delivery, setup and removal, service once weekly at DeBenedetti park for twelve months			
1	Ea	Standard restroom rental – Price to include delivery, setup and removal, service once weekly at DeBenedetti park for twelve months			
1	Ea	Sink wash station – price to include delivery, setup and removal, service once weekly at DeBenedetti park for twelve months	\$1187.26		per month
1	Ea	Standard restroom rental – Price to include delivery, setup and removal, service once weekly at Vinewood park for twelve months			
1	Ea	ADA restroom rental – Price to include delivery, setup and removal, service once weekly at Vinewood park for twelve months	\$554.15		per month

REMARKS:	
SUBTOTAL:	
SALES TAX:	
FREIGHT:	
GRAND TOTAL:	\$65,656.80

SIGNATURE: _____

DATE: _____

July 8, 2024

Signature: 
Katie Lucchesi (Jan 22, 2026 10:39:42 PST)

Email: klucchesi@lodi.gov

Amendment to Increase Fees - United Site Services.vs

Final Audit Report

2026-01-22

Created:	2026-01-22
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-PgWEtH3NK90_uXxZkfLXz6F3JXnU7pK

"Amendment to Increase Fees - United Site Services.vs" History

-  Document created by Vanessa Serna (vserna@lodi.gov)
2026-01-22 - 5:56:58 PM GMT
-  Document emailed to Katie Lucchesi (klucchesi@lodi.gov) for signature
2026-01-22 - 5:57:34 PM GMT
-  Email viewed by Katie Lucchesi (klucchesi@lodi.gov)
2026-01-22 - 6:38:50 PM GMT
-  Document e-signed by Katie Lucchesi (klucchesi@lodi.gov)
Signature Date: 2026-01-22 - 6:39:42 PM GMT - Time Source: server
-  Agreement completed.
2026-01-22 - 6:39:42 PM GMT