

**AMENDMENT NO. 1  
TO AGREEMENT FOR CONTRACTOR SERVICES (ON-CALL)  
Discount Hauling & Cleanup Service**

**Emergency/Non-Emergency Nuisance Abatement Cleanup**

This Amendment No. 1 to Agreement for Contractor Services (On-Call) ("Amendment No. 1") is made and entered into as of January 8, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Julio Bustos Discount Hauling & Cleanup Service ("Contractor").

**RECITALS**

A. On September 12, 2017, the City and Contractor entered into that certain agreement entitled "Agreement for Contractor Services (On-Call)" for hauling and clean-up services ("Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation for services in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000).

C. City desires to increase the authorization for services as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. The first paragraph of Section 3, Compensation, is hereby amended in its entirety to read as follows:

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation for services set forth in Exhibit A exceed Three Hundred Thousand Dollars (\$300,000) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

2. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONTRACTOR”

JULIO BUSTOS DISCOUNT HAULING & CLEANUP SERVICE

\_\_\_\_\_  
Grant Yates, City Manager

\_\_\_\_\_  
By: Julio Bustos, Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Exhibit A – Contractor’s Proposal

## Exhibit A

### EXHIBIT A CONTRACTOR'S PROPOSAL

<u>RFP Results for Junk, Trash, and Debris Hauling</u>	<u>Discount Hauling &amp; Cleanup Service</u>
Junk, Trash, and Debris Hauling	
A. Per cubic yard of junk, trash, and debris	\$ 60.00
B. Per Bulky Item (appliances, furniture, automotive parts)	30.00
C. Minimum fee per response	200.00
D. Pickup Truck and Trailer Loads to County	\$100 per job
E. Commerical Dump truck loads to County	\$200 per job
F. Dump Fees	\$38 per ton
Other Fees	
A. Hourly Labor Rate	\$15/\$25 (Laborer/Operator)
B. Surcharge	None
C. Skid Steer per hour	Included
D. Bobcat/Skid Steer	200.00

EXHIBIT A