

**AMENDMENT NO. 4
TO AGREEMENT FOR CONTRACTOR SERVICES
Rightway Site Services, Inc.**

Portable Sanitation Rental & Services

This Amendment No. 4 to Agreement for Contractor Services ("Amendment No. 4") is made and entered into as of April 23, 2019, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Rightway Site Services, Inc., ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services (On-Call) dated as of December 3, 2014 (the "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 to Contractor in an amount not to exceed Sixteen Thousand Two Hundred Fifty dollars (\$16,250) for a six (6) month term.

C. Amendment No. 1 dated July 1, 2016, extended the term of the original agreement further 12-months, ending June 30, 2017. Compensation increased to \$30,000 to cover the term of the Agreement.

D. Amendment No. 2 extended the contract a further 12-months, and increased the contract amount an additional \$30,000 to cover increase demand and unforeseen expenses.

E. Amendment No. 3 extended the contract a further 12-months and decreased compensation to \$35,000

F. Due to increase demand and unforeseen expenses, the contract amount of \$35,000 is to be increased by \$25,000, for a total contract amount of \$60,000 for FY18-19.

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

1. Section 3, Compensation, of the Original Agreement and Amendment No. 3 is hereby amendment to read in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractors' Proposal (Exhibit A to the Original Agreement) and Contractor's Proposal dated, June 24, 2016 (Exhibit A-1 – Amendment No. 1). In no event shall Contractor's compensation for FY 18-19 related to Amendment No. 4 to the Original Agreement exceed Sixty Thousand dollars (\$60,000) without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal and /or Contractor's June 24, 2016 Proposal to the contrary, out of pocket expenses set forth in Exhibit A and Exhibit A-1, respectively, shall be reimbursed at cost without 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. 4 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

RIGHTWAY SITE SERVICES, INC.

Grant Yates, City Manager

By: Gary R. Wood – V.P.

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney