

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	28223
United Site Services of Nevada, Inc. 118 Flanders Rd Westborough, MA 01581	Amendment No.:	1
	Effective Date:	October 1, 2024

**FIRST AMENDMENT
TO
CONTRACT No. 28223
PORTABLE SANITATION SERVICES**

This First Amendment ("Amendment") to Contract No. 28223 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and United Site Services of Nevada, Inc., a Nevada Corporation ("Contractor") and is dated as of October 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28223 dated effective as of April 25, 2024 ("Contract").
- B. The Parties now desire to amend the Contract to include a 'pay equality provision' as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

1. **PAY EQUALITY.** The following provision is added to the end of section 18 (General Provisions) as a new subsection:
 - 18.25 **WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS.** Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that


measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.


2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**UNITED SITE SERVICES OF NEVADA, INC.,
A NEVADA CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Angela Fleming
Title: Government Bid/Contract Lead
Date: 09/25/2024

By: 
Name: Nicholas Ioanna
Title: Procurement Supervisor
Date: 09/25/2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	28223
United Site Services of Nevada, Inc. 118 Flanders Rd Westborough, MA 01581	Amendment No.:	2
	Effective Date:	April 25, 2025

**SECOND AMENDMENT
TO
CONTRACT No. 28223
PORTABLE SANITATION SERVICES**

This Second Amendment ("Amendment") to Contract No. 28223 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and United Site Services of Nevada, a Nevada Corporation ("Contractor") and is dated as of April 25, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 28223 dated effective as of April 25, 2024 ("Contract").
- B. The Parties previously amended the Contract as follows:
 - (1) By instrument titled First Amendment to the Contract (dated October 1, 2024) to add a new subsection 18.25 Washington State Pay Equality to the Contract.
- C. The Parties now desire to amend the Contract to extend the term of the contract and to adjust prices per the agreed economic price adjustment.
- D. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term twenty-four (24) months, ending April 24, 2028.
- 2. **ECONOMIC PRICE ADJUSTMENT.** Pursuant to section 3.3 of the Contract, the pricing for the goods/services is hereby amended by deleting the existing Exhibit B – Prices for Goods/Services in its entirety and inserting the attached Exhibit B – Prices for Goods/Services (dated April 25, 2025). These prices include the agreed economic adjustment of 3.5%.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**UNITED SITE SERVICES OF NEVADA, INC.,
A NEVADA CORPORATION**

By: *Daniel Caissie*
Daniel Caissie (Mar 27, 2025 13:55 EDT)

Name: Daniel Caissie

Title: Contract Specialist

Date: 2025-03-27

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Shantel Wight*

Name: Shantel Wight

Title: Interim Procurement Supervisor

Date: 2025-03-31

PRICES FOR GOODS/SERVICES

Portable Toilets and Handwashing Stations																		
Counties	King		Pierce		Skagit		Snohomish		Kitsap		Mason		Thurston		Cowlitz		Clark	
	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Portable Toilets																		
Standard Portable Unit																		
Daily Rental for standard unit (no service)	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	
Weekly Rental for standard unit + 1X service	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	
Monthly Rental for standard unit + 2X service	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	
Monthly Rental for standard unit + 4X service	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	
Additional Cleaning Service Fee	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	
ADA Portable Unit																		
Daily Rental for ADA unit (no service)	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	\$ 59.77	
Weekly Rental for ADA unit + 1X service	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	
Monthly Rental for ADA unit + 2X service	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	\$ 95.63	
Monthly Rental for ADA unit + 4X service	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	\$ 143.45	
Additional Cleaning Service Fee	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	\$ 23.91	
Hand Washing Stations																		
Small Unit-300 washes minimum																		
Daily Rental for standard unit (no service)	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	
Weekly Rental for standard unit + 1X service	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	\$ 71.73	
Monthly Rental for standard unit + 2X service	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	\$ 83.68	
Monthly Rental for standard unit + 4X service	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	\$ 119.54	
Additional Cleaning Service Fee	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	\$ 35.86	
Emergency Fees																		
Non-scheduled Emergency Service within 24 hours- Cost per service	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	\$ 96.26	

Prices include all expenses for delivery, removal, and cleaning (when applicable) of equipment.

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	Contract No.:	28223
United Site Services of Nevada, Inc. 118 Flanders Rd Westborough, MA 01581	Amendment No.:	3
	Effective Date:	June 1, 2025

**THIRD AMENDMENT
TO
CONTRACT NO. 28223
PORTABLE SANITATION SERVICES**

This Third Amendment (“Amendment”) to Contract No. 28823 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and United Site Services of Nevada Inc., a Nevada Corporation (“Contractor”) and is dated as of June 1, 2025.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 28223 dated effective as of April 25, 2024 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - (1) By instrument titled First Amendment to the Contract (dated October 1, 2024) to add a new subsection 18.25 Washington State Pay Equality; and
 - (2) By instrument titled Second Amendment to the Contract (dated April 25, 2025) to extend the term of the Contract to April 25, 2025, and to add a 3.5% economic price adjustment per Section 3.3 of the Contract.
- C. The Parties now desire to amend the Contract to revise Section 8.1 Ordering Requirements, and to add Section 8.12 Dangerous Waste Regulation and Section 8.13 Property Damages.
- D. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **ORDERING REQUIREMENTS.** Section 8.1 Ordering Requirements of the Contract is hereby amended by deleting the existing Section 8.1 in its entirety and inserting the following in lieu thereof:

8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order or another purchasing mechanism. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All Purchase Orders must reference the Contract number. Upon placing an order, Contractor shall honor prices based on the day for which an order was placed. Prices are guaranteed for the duration listed on the Purchase Order. For orders that will extend past an economic price adjustment, Contractor will notify Purchaser of the price change at the time of order placement. The terms of this Contract shall apply to any Purchase Order or other purchasing mechanism, and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

2. DANGEROUS WASTE REGULATIONS. The following provision is added to section 8 (Using The Contract) as a new subsection:

8.12 DANGEROUS WASTE REGULATIONS. Portable restrooms are provided for the purpose of handling human waste and toilet paper. In accordance with WAC 173-303 Contractors are restricted from disposing of specific pollutants. Purchasers are not authorized or knowingly allowed to place hazardous waste or materials in portable sanitation units. If Purchaser violates this section, Purchaser shall be responsible for the cost of properly disposing the following contents:

1. Pollutants which create fire or explosion hazard.
2. Petroleum oil, non-biodegradable cutting oil, or products of mineral origin including but not limited to gas, oil, and paint.
3. Additional restrictions may apply depending on the individual disposing facility.

3. PROPERTY DAMAGES. The following provision is added to section 8 (Using The Contract) as a new subsection:

8.13 PROPERTY DAMAGES. Purchaser must provide a free and clear pathway for commercial vehicles to deliver and service any portable sanitation units. If Contractor is advised to go over curbs, grass areas, utilities or structures that may be damaged in the delivery or servicing of these units, Purchasers will be responsible for any damages that occur. This shall include damages to Contractor's equipment, such as the delivery trailer, vehicle, etc. If Contractor determines damages may occur, Contractor will discuss with Purchaser prior to completion of delivery or servicing.

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

6. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**UNITED SITE SERVICES OF NEVADA, INC.,
A NEVADA CORPORATION**

By: *Daniel Caissie*
Daniel Caissie (Jun 3, 2025 16:43 EDT)
Name: Daniel Caissie
Title: Contract Specialist
Date: 06/03/25

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Shantel Wight*
Name: Shantel Wight
Title: Procurement Supervisor
Date: 06/03/25