

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACTOR SERVICES
CITYWIDE PORTABLE SANITATION SERVICES**

Rightway Site Services, Inc.

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of 3/22/2022, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Rightway Site Services, Inc., a California Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 8/25/2020, (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 of Sixty-Five Thousand dollars (\$65,000).

C. The Term of the Original Agreement commenced August 25, 2020 and ends on June 30, 2023.

D. The City's need for Contractor's services is anticipated to exceed the contract amount of the Original Agreement and the parties now desire to increase the payment for such services as set forth in this Amendment No 1.

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 is hereby amended and restated in its entirety to read as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed Eighty-Five Thousand Dollars (\$85,000) per fiscal year without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A respectively, 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”

Rightway Site Services, Inc., a Corporation

DocuSigned by:
Jason Simpson
1F651F63E6FE412...
City Manager

DocuSigned by:
Robert Harding
8083739EB97B484...
Robert M. Harding, President

Date: 4/13/2022 | 4:34 PM PDT

Date: 4/13/2022 | 4:27 PM PDT

ATTEST:

DocuSigned by:
CAJ
2941B149748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A5086D9096AF48C...
City Attorney

DocuSigned by:
Shannon Buckley
070FD35A1E42495...
Director of Administrative Services

Attachments: Exhibit A – Contractor’s Proposal

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: RIGHTWAY PORTABLE TOILETS & TEMPORARY POWE

Business Location: 653 MINTHORN ST
LAKE ELSINORE, CA 92530

Owner Name(s): RIGHTWAY SITE SERVICES, INC.

CITY OF LAKE ELSINORE

Administrative Services - Licensing

130 South Main Street, Lake Elsinore, CA 92530

PH (951) 674-3124

BUSINESS LICENSE NO. 001246

Business Type: RETAIL/GENERAL-MISC.

Description: RENTAL SERVICE

Issue Date: 3/1/2022

Expiration Date: 2/28/2023

RIGHTWAY PORTABLE TOILETS & TEMPORAR
STORAGE CONTAINERS
530 CENTRAL AVE
LAKE ELSINORE, CA 92530-2734

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

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