

**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:

CA

2941B149748C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Barbara Leibold

A5086D9096AF48C...
City Attorney

DocuSigned by:

Shannon Buckley

070FDB35A1E42495...
Director of Administrative Services

Attachments: Exhibit A – Contractor’s Proposal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (OR) Heffernan Insurance Brokers 5100 S Macadam, Suite 440 Portland OR 97239 INSURED Rightway Site Services, Inc. 530 Central Ave Lake Elsinore CA 92530	CONTACT NAME: PHONE (A/C, No, Ext): 503-226-1320 FAX (A/C, No): 503-226-1478 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER B: AMCO Insurance Company</td> <td>19100</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B: AMCO Insurance Company	19100	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

 License#: 0564249
 RIGHTSIT-01
COVERAGES**CERTIFICATE NUMBER:** 899776566**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	ACP3057964686	12/31/2021	12/31/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACP3057964686	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ACP3057964686	12/31/2021	12/31/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				
A	GL Pollution Liability CG7079		ACP3057964686	12/31/2021	12/31/2022	Limit \$1,000,000
A	Auto Pollution Liability CA9948		ACP3057964686	12/31/2021	12/31/2022	Each Occurrence Included in CSL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability Policy contains the attached Residential Exclusion.

Re: As Per Contract or Agreement on File with Insured. City of Lake Elsinore is included as an additional insured on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**
 City of Lake Elsinore
 130 S Main Street
 Lake Elsinore CA 92530

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE

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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.

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

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

THIS IS YOUR LICENSE • NOT TRANSFERABLE