

**AMENDMENT NO. 1  
TO AGREEMENT FOR CONTRACTOR SERVICES**

**Cotter Construction Inc.**

**ON-CALL SERVICES**

This Amendment No. 1 to Agreement for On-Call Services is made and entered into as of 1/9/2024, by and between the City of Lake Elsinore, a municipal corporation ("City), and Cotter Construction Inc., a ("Contractor").

**RECITALS**

A. The City and Contractor have entered into that certain Agreement for on call services dated as of 1/24/2023, (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 two hundred and fifty thousand dollars and no cents (\$250,000.00).

C. The Original Agreement had a term of one year with three one-year renewal options, commencing on 1/24/2023 and ending on 6/30/2024.

D. The parties now desire to amend the agreement and 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 to read in its entirety as follows:

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Contractor's compensation related to Exhibit A-1 to Amendment No. 1 exceed two hundred fifty thousand dollars and no cents (\$250,000.00) without additional written authorization from the City Council. Annual compensation during each renewal term, if any, shall not exceed five hundred thousand Dollars (\$500,000.00).

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-1 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”

Cotter Construction Inc.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Andre Cotter, Owner

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Assistant City Manager

Attachments: Exhibit A-1 – Contractor’s Proposal

EXHIBIT A-1

CONTRACTOR'S PROPOSAL

[ATTACHED]