

**AMENDMENT NO. 1
TO AGREEMENT FOR ON-CALL SERVICES**

Cotter Construction Inc.

This Amendment No. 1 to Agreement for On-Call Services is made and entered into as of 2/13/2024, by and between the Successor Agency of the Redevelopment Agency of the Agency of Lake Elsinore, a municipal corporation ("Agency"), and Cotter Construction Inc., a ("Contractor").

RECITALS

A. The Agency 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 fifty thousand dollars and no cents (\$50,000.00).

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, Agency and Contractor agree as follows:

1. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety 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 three hundred thousand dollars (\$300,000.00) 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 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.

“AGENCY”

AGENCY OF LAKE ELSINORE,
a municipal corporation

“CONTRACTOR”
Cotter Construction Inc.

Agency Executive Director

Andrew Cotter, Owner

Date:_____

Date:_____

ATTEST:

Agency Clerk

APPROVED AS TO FORM:

Agency Attorney

Assistant Agency Manager

Attachments: Exhibit A – Cotter Proposal

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]