

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

Tri-Star Electric

On-Call Services

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of 6/27/2023, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Tri-Star Electric, a Licensed General Contractor ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 4/12/2022, (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 (\$50,000.00).

C. The parties now desire to amend the term 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 2.C, Term and Compliance with Task/Work Order System, of the original Agreement is hereby amended to read in its entirety as follows:

Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on April 12, 2022 and ending June 30, 2024. The City may, at its sole discretion, extend the term of this Agreement not to exceed 1 additional twelve (12) month renewal term by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation. 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 Fifty-five Thousand Dollars and no Cents (\$55,000.00) 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.

3. 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”

Tri-Star Electric, a Licensed General Contractor

City Manager

John Sclifo, Owner

Date:_____

Date:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager