

**AMENDMENT #2 TO AGREEMENT BETWEEN
CITY OF COACHELLA
AND SCST, LLC.**

THIS AMENDMENT ("Amendment") is made and entered into this ____ day of October, 2019 by and between the City of Coachella ("City") and SCST, LLC., a corporation with its principal place of business at 6280 Riverdale Street, San Diego, CA 92120 ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment #2 is made with the respect to the following facts and purposes:

- a. On or about February 14, 2018 the City and Consultant entered into a Professional Services Agreement with SCST, LLC. to provide Services for Capital Improvement Projects (CIP) in an amount not to exceed \$34,845.00 for as needed Inspection Services.
- b. On or about June 26, 2019 the City and Consultant Amended the Professional Service Agreement with Amendment #1 to provide Services for Capital Improvement Projects (CIP) in an amount not to exceed \$30,000.00 for as needed Inspection Services.
- c. The parties now desire to amend the Agreement as set forth in this Amendment #2.

2. Amendment #2. Section 3.3.1, Compensation, of the Agreement is hereby amended in it's entirely to read as follows:

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in attached Proposal dated February 14, 2018 hereto and incorporated herein by reference. The total compensation shall not exceed Ninety Four Thousand Eight Hundred Forty Five Dollars (\$94,845.00) without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

"3.1.2 Term. The term of this Agreement shall be from February 1, 2019 to June 30, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services

3. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the

Agreement, it shall mean the Agreement as amended by this Amendment.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

SCST, LLC.

By: _____
Bill Pattison, City Manager

By: _____

Attest:

By: _____
Carlos Campos, City Attorney

Andrea Carranza, Deputy City Clerk