

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COACHELLA
AND HEPTAGON SEVEN**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of February 11, 2026 by and between the City of Coachella ("City") and Heptagon Seven ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. RECITALS. This Amendment is made with the respect to the following facts and purposes:

- a. On or about January 25th, 2023 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant to provide On-Call Engineering Services Project 082522, in the amount of not to exceed \$200,000 annually.
- b. The parties now desire to amend the Agreement as set forth in this Amendment.

2. AMENDMENT.

3.1.2 Term. Section 3.1.2 of the Agreement is hereby amended to go into effect on January 2, 2026 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on January 1, 2027 unless extended by Agreement Amendment.

3.3 Allowable Costs and Payments. Section 3.3.1 of the Agreement is hereby amended to increase the compensation, including authorized reimbursements, for all services rendered under this Agreement as set forth in EXHIBIT "A" attached hereto and incorporated herein by reference.

The method of payment in Sections 3.3.1.A and B of the Agreement are hereby amended to actual cost plus a ten percent (10%) fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs; plus ten percent fixed fee) incurred by Consultant in performance of the work. The total authorized compensation for the Amendment No. 1 is in the amount not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).

The amended total compensation shall not exceed **Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00)** 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.

- 3.4 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.
- 3.5 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.
- 3.6 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

HEPTAGON SEVEN

By:

By:

William B. Pattison Jr.
City Manager

Chief Operations Officer
Name

Approved as to Form:

By:

Best Best & Krieger LLP
City Attorney

Chief Financial Officer
Name

Attest:

Angela Zepeda
City Clerk

ATTACHMENT A COMPENSATION

Section D. Cost Proposal

For projects with a well-defined scope of work, Heptagon Seven prefers to provide Lump Sum amounts per work order tasks, providing back up of work hours per task. For those instances where the scope of work is not well-defined or as directed by City Staff, Heptagon Seven will provide services at the request of the Client on an hourly basis, based on the following breakdown. To the extent possible with each requested task where applicable, Consultant will provide an anticipated hourly estimate for each requested service prior to initiating said service.

- Project Manager \$200 / hour
- Project Engineer \$175 / hour
- Principal Landscape Architect \$150 / hour
- Project Manager (LA) \$110 / hour
- Graphic Specialist (LA) \$110 / hour
- CAD Designer (LA) \$95 / hour
- Principal Surveyor \$200 / hour
- Designer/ Survey Analyst \$135 / hour
- 2 Man Survey Crew \$295 / hour (Prevailing Wage rate)
- Administrative Assistant \$90 / hour

Due to the possible length of this On Call Engineering, the Heptagon Seven Team's Hourly Rates are reviewed on an annual basis and adjusted for cost of living and employee wage increases. Therefore, we request the ability to revisit the above noted rates on a yearly basis. The final annual rates will be negotiated with the City and updated only upon City approval.