

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA
AND ANGENIOUS ENGINEERING SERVICES, INC.**

THIS THIRD AMENDMENT ("Amendment") is made and entered into as of November 13TH, 2024 by and between the City of Coachella ("City") and Angenious Engineering Services, Inc. ("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 November 27th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant to provide engineering design, and other services for the Avenue 50 Bridge over the Whitewater Storm Channel, ST-69 & the SR-86/Avenue 50 New Interchange, ST-81 projects in the amount of \$148,000.
- b. On or about October 14th, 2020 the City and Consultant entered into the "First Amendment" to the agreement between the City and Consultant in the amount of \$15,000.00.
- c. On or about June 21st, 2021 the City and Consultant entered into the "Second Amendment" to the agreement between the City and Consultant in the amount of \$3,260,088.40.
- d. On or about November 8th, 2023 the City and Consultant entered into the "Third Amendment" to the agreement between the City and Consultant in the amount of \$99,027.50.
- e. The parties now desire to amend the Agreement as set forth in this Amendment.

2. AMENDMENT.

3.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional Scope of Services to be performed for the Avenue 50 Bridge over the Whitewater Storm Channel, ST-69 under this Amendment No. 4 referenced as EXHBIIT "A".

3.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on November 13, 2024 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on June 30, 2026, 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 "B" 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. 4 is in the amount not to exceed One Hundred Twenty-One Thousand Dollars and Seventy-Six Cents (\$121,000.76).

The amended total compensation shall not exceed **Three Million Six Hundred Forty-Three Thousand Thirty-Six Dollars and Sixty-Six Cents (\$3,643,036.66)** 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

ANGENIOUS ENGINEERING SERVICES, INC.

By: _____

Gabriel Martin
City Manager

By: _____

Andy Cheah
Principal/ Project Manager

By: _____

Carlos Campos,
City Attorney

Attest: _____

Angela Zepeda
City Clerk