

**THIRD 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 8th, 2023 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 27<sup>th</sup>, 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 14<sup>th</sup>, 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 21<sup>st</sup>, 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.
- c. 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. 3 referenced as EXHIBIT "A".

3.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on November 8, 2023 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, 2025, 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. 2 is in the amount not to exceed Ninety-Nine Thousand Twenty-Seven Dollars and Fifty Cents (\$99,027.50).

The amended total compensation shall not exceed **Three Million Five Hundred Twenty-two Thousand Thirty-Five Dollars and Ninety Cents (\$3,522,035.90)** 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

October 21, 2023

Mr. Andrew Simmons  
City Engineer  
City of Coachella  
53-990 Enterprise Way,  
Coachella, CA 92236

RE: **Avenue 50 Bridge Over Coachella Valley Storm Water Channel, ST-69**  
**Change Order Request – Extra Work**

Dear Mr. Simmons:

As discussed, we are respectfully submitting this change order request for subconsultants to perform extra work for the above referenced project. These tasks are listed as follows:

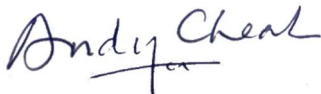
- Micheal Baker International
  - Task 4A – Mitigation Bank Research and Coordination
  - Task 5.23 – Offsite Hydrology/Hydraulics Study
  - Task 7.06A 100% Drainage Plans
  
- Add pothole subcontractor – C-Below

Our subconsultants' cost proposal letters are attached, and their costs are summarized in the table below:

Descriptions	Amounts
Micheal Baker International's Request Amount	\$79,720.00
C-Below's Request Amount	\$10,305.00
Subtotal	\$90,025.00
10% Administration Fee	\$9,002.50
<b>Total Change order Request Amount</b>	<b>\$99,027.50</b>

We always strive to improve quality, utilization, and productivity in our sustainable engineering services. Should you have any questions, please feel free to contact me at (949) 599-5400 or via email at [Andy.Cheah@AnGenious-ES.com](mailto:Andy.Cheah@AnGenious-ES.com).

Sincerely,



Andy Cheah, PE  
Principal/ Project Manager

Attachments

C. File

October 20, 2023  
JN 191091

AnGenious Engineering Services, Inc.  
26000 Towne Centre Dr.  
Suite 100  
Foothill Ranch, CA 92610

Subject: Avenue 50 over Coachella Valley Stormwater Channel Addendum Request #2

Dear Mr. Cheah,

This addendum request is based on project changes requested by the City of Coachella and recent sunset of the Coachella Valley Conservation Commission In-Lieu Fee mitigation program. The details of each element are described below.

#### Task 4A – Mitigation Bank Research and Coordination

With the recent expiration of the CVCC In-Lieu Fee program, the project no longer has a readily available mitigation program to offset the temporary and permanent impacts to both the Waters of the US and Waters of the State. Michael Baker has been requested to perform research and coordination exceeding the level of effort that was foreseen when the project was initiated. Because the closure of the mitigation program was not a foreseeable condition, we request additional funding to perform the coordination and research to explore the alternative mitigation solutions and ultimately coordinate the procurement of compensatory mitigation for the project.

#### Task 5.23 – Offsite Hydrology/Hydraulics Study

The City has requested that the project incorporate the Stormwater Master Plan Outfall “Line B” within the limits of the project improvements. Because the Stormwater Master Plan (SMP) used a rain-on-grid hydrology methodology, the flow rates are not sufficiently accurate for final design.

Michael Baker International will perform offsite hydrology for the developed areas tributary to the Line B outfall that are not identified on the SMP Figure 2-1 as “Self-Contained Developments”. Hydrology will be performed for the 100-year return frequency event, using the Riverside County Hydrology Manual method and NOAA Atlas 14 rainfall data. The results of this study will be incorporated into the Roadway Drainage Report. The purpose of this study is to validate the proposed pipe size for Line B within the project limits and to provide the supporting calculations for sizing the outfall structure in the Coachella Valley Stormwater Channel (CVSC). Additionally, the study will evaluate the vertical profile requirements and pipe

sizes necessary to convey the flow beneath SR-111, The railroad tracks, and Harrison Street along Avenue 50.

**Task 7.06A 100% Drainage Plans**

Michael Baker will update the 95% drainage plans to include the SMP Line B within the project limits and to realign the on-site storm drains to connect to SMP Line B instead of having multiple smaller outfalls on the west bank of the CVSC. Additionally, the new channel outfall to the CVSC will require unforeseen structural design and detailing. The outfall structural design and detailing is triggered by two factors. First, Coachella Valley Water District (CVWD) has expressly rejected the use of the standard plan outfall that was envisioned when the project was initiated. The erosion that occurs at the low-flow notch in the standard plan energy dissipator has been deemed unacceptable by CVWD. As a result, we have collaboratively developed a channel outfall structure that meets the CVWD criteria and will be incorporating it into this project. Second, the inclusion of the SMP Line B into the project causes the need for a much larger structure that is commensurate with the much larger watershed now included with the project.

The requested fee is summarized below:

Task 4A – Mitigation Bank Research and Coordination	\$ 9,250
Task 5.23 – Offsite Hydrology/Hydraulics Study	\$32,570
Task 7.06A 100% Drainage Plans	<u>\$37,900</u>
Total:	\$79,720

Respectfully Submitted,

Bradley M. Losey  
Associate Vice President



**Estimate**  
**Job** 23-7400  
**Quote No.** Q-17189  
**Date:** 06-29-2023  
**Expires on:** 07-29-2023  
**Payment** Non-Prevailing Wage | Net 30

**C Below | Subsurface Imaging**  
*Call Before you cut, core, drill or dig.*

14280 Euclid Ave Chino, CA 91710  
Phone: **(888) 902-3569** Fax: (909)606-6555  
www.cbelow.com

**Bill To**  
Angenious Engineering Services, INC  
26000 Towne Centre Drive,  
Suite 100  
Foothill Ranch, CA 92610

**Opportunity Name**  
**Ave 50 Pothole Investigation**  
Primary

**Primary Contact**  
Andy Cheah  
9495995400  
andy.cheah@angenious-es.com

**Jobsite Address**  
,

Sales Rep	Ext.	Email	Cell
Victoria Franco	210	victoriaf@cbelow.com	

C Below, Inc. submits this proposal for the Ave 50 Pothole Investigation project. Our proposal is based on the enclosed estimated hourly breakdown and the C Below Schedule of Fees. In order to successfully complete the outlined scope of services in this proposal our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.



14280 Euclid Avenue  
Chino, CA 91710

## ***Utility Locating Scope of Work***

*C Below will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).*

*C Below will verify pothole locations.*

*The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).*

*C Below will exhaust any and all utility locating methods, plus “tribal knowledge”, to positively identify the horizontal and vertical locations of the utility lines.*

*This includes utilizing the equipment listed below:*

- *Electromagnetic Locator (Locator)*
- *Locatable CCTV Push Camera. No video will be provided unless specifically included in your quote. (Push Cam)*
- *Ground Penetrating Radar (GPR).*
- *Locatable Duct Rodder (Ram Rod).*
- *Crawler Camera and lateral Launch Equipment if specifically included in your quote. (Crawler)*

*Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these.*





## Potholing Scope of Work

*C Below will perform hourly potholes as indicated in the client provided potholing exhibit. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch.*

*Additional costs: Potholes outside of our standard will be billed based on actual depth or conditions. Limitations on work hours may cause additional mobilization or traffic control charges. Permitting fees will be adjusted to actual costs.*

*If C Below is not hired to mark the locations of the potholes, they will be performed off of the utility provider's marks under the client's direction. Utility providers typically do not mark out sewer or storm drain lines. Dry holes are considered billable. Locating is a separated line item that will be represented on your estimate.*

*Client will be provided a detailed potholing report at the conclusion of the investigation.*

### *SERVICE INCLUDES*

*Dig Alert Coordination & Delineation  
Encroachment Permit at cost plus 15% for processing fee  
Vacuum Excavation to top of utility, encasement or stop depth  
Standard Traffic Control  
Permanent Cold Patch  
Sand Backfill  
Removal of Debris  
Pothole Report*

### *SERVICE DOES NOT INCLUDE*

*Hot Patching  
Slurry Backfill  
Engineered Traffic Control Plans  
Extensive Traffic Control  
Flagging for Traffic Control  
Removal of Dig Alert Marks  
Survey of Pothole Locations pre or post pothole  
Please request a quote if any of the above services are needed*



**Estimate**  
**Job** 23-7400  
**Quote No.** Q-17189  
**Date:** 06-29-2023  
**Expires on:** 07-29-2023  
**Payment** Non-Prevailing Wage | Net 30

**Product Line Items**

Product	Quantity	Sales Price	Total Price
Admin	2	\$100.00	\$200.00
Locating   Locating Technician	4	\$195.00	\$780.00
Locating   Supervising Technician	4	\$205.00	\$820.00
Mobilization   Crew	2	\$255.00	\$510.00
Project Coordinator	4	\$105.00	\$420.00
Added Service   Vacuum Excavation Spoil Removal and Dumping	1	\$650.00	\$650.00
Mobilization   Potholing Crew	2	\$400.00	\$800.00
Permitting   No Fee	1	\$0.00	\$0.00
Pothole Report	1	\$400.00	\$400.00
Potholing   Hourly	8	\$625.00	\$5,000.00
Traffic Control   25-55 MPH   Half Day	1	\$725.00	\$725.00
<b>Total USD</b>			<b>\$10,305.00</b>

**Product Descriptions**

Product Item	Description
Admin	Project Administration.
Locating   Locating Technician	Craft: Horizontal Directional Drilling. Group IV (Electronic tracing locator, Subsurface Imaging) Signatory Union: Local 1184
Locating   Supervising Technician	Craft: Horizontal Directional Drilling. Group IV (Electronic tracing locator, Subsurface Imaging) Signatory Union: Local 1184
Mobilization   Crew	Mobilization   Crew
Project Coordinator	Project Coordinator
Added Service   Vacuum Excavation Spoil Removal and Dumping	Vacuum Excavation Spoil Removal and Dumping
Mobilization   Potholing Crew	Mobilization   Potholing Crew



**Estimate**  
**Job** 23-7400  
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Permitting   No Fee	Permitting Fee. Subject to Change based on actual agency prices.
Pothole Report	Pothole Report   Distinctive documented characteristics of utility.
Potholing   Hourly	Pothole   Hourly   Includes surface demo, backfill and standard cold patch.   Two man crew
Traffic Control   25-55 MPH   Half Day	Traffic Control setup for 25-55 MPH zones.