

**FIRST AMENDMENT TO THE AS NEEDED MISCELLANEOUS REPAIR WORK FOR
THE LANDSCAPE AND LIGHTING DISTRICTS AGREEMENT BETWEEN THE CITY
OF COACHELLA
AND BRC CONSTRUCTION**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of January 28, 2026 by and between the City of Coachella ("City") and BRC Construction ("Contractor"). 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 October 12, 2022 the City and Contractor entered into that certain agreement entitled "As Needed Miscellaneous Repair Work for the Landscape and Lighting Maintenance Districts City of Coachella Maintenance Services Agreement" between the City and Contractor to provide as needed block wall and wrought iron fencing repair in the amount of \$450,000.
- 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 October 15, 2025 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on October 14, 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 "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 Contractor 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 Three Hundred Thousand Dollars and no Cents (\$300,000).

The amended total compensation shall not exceed **Seven Hundred Fifty Thousand Dollars and no Cents (\$750,000.00)** 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

BRC CONSTRUCTION

Approved by:

William B. Pattison Jr.
City Manager

Branden Rickard
Owner

Approved as to Form:

BEST, BEST & KRIEGER

City Attorney

Attest:

Angela M. Zepeda
City Clerk