

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COACHELLA AND ANGENIOUS ENGINEERING SERVICES,  
INC.**

**1. Parties and Date.**

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of this 22<sup>nd</sup> day of January, 2020, by and between the City of Coachella ("City") and Angenious Engineering Services, Inc., a California corporation with its principal place of business at 16 Egret Lane, Aliso Viejo, CA 92656 ("Consultant). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Agreement. The City and Consultant have entered into an agreement entitled "City of Coachella Professional Services Agreement" dated April 25, 2019 ("Agreement" or "Contract") for the purpose of retaining the services of Consultant to provide engineering, design, and other services for the Dillon Road project.

2.2 Amendment. The City and Consultant desire to amend the Agreement to allow the City to modify provisions stipulated in the Agreement that are applicable to subconsultants of Consultant.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.5.14 of the Agreement.

**3. Terms.**

3.1 Section 3.6 (D). Section 3.6 (D) of the Agreement is hereby amended in its entirety to read as follows:

"Any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants. Notwithstanding the foregoing, the City Manager may, on a subagreement by subagreement basis, provide in writing to Consultant allowable modification to provisions stipulated in this Agreement that are applicable to subconsultants."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 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 No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 1 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.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COACHELLA  
AND ANGENIOUS ENGINEERING SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the City of Coachella Professional Services Agreement as of the day and year first above written.

**CITY OF COACHELLA**

**Angenious Engineering Services, Inc.**

Approved By:



\_\_\_\_\_  
William Pattison  
City Manager

1/30/2020


\_\_\_\_\_  
Date



\_\_\_\_\_  
Soon "Andy" Cheah  
Principal / Secretary

\_\_\_\_\_  
Date

Approved As to Form:



\_\_\_\_\_  
Carlos Campos, City Attorney

1/20/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Attested By:



\_\_\_\_\_  
City Clerk

1/20/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date