

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COACHELLA  
AND ANGENIOUS ENGINEERING SERVICES, INC.**

**1. Parties and Date.**

This Amendment No. 2 to the Professional Services Agreement is made and entered into as of this 14<sup>th</sup> day of October 2020, by and between the City of Coachella (“City”) and Angenious Engineering Services, Inc. (“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 On January 22<sup>nd</sup>, 2020 entered into that certain agreement entitled “First Amendment” between the City and Consultant to amend the Agreement to allow the City to modify provisions stipulated in the Agreement that are applicable to subconsultants of Consultant. Amendment No. 1 was authorized pursuant to Section 3.5.14 of the Agreement.

2.3 This Amendment No. 2 is authorized pursuant to Section 3.5.14 of the Agreement.

2.4 The parties now desire to amend the Agreement as set forth in this Amendment.

**3. Amendment.**

3.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional Scope of Services for this Amendment No. 2 hereto referenced as EXHIBIT “A”.

3.2 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 amended total compensation shall not exceed **One Million Two-Hundred-Fifty-Nine Thousand Dollars (\$1,259,000)** 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.”

3.3 Continuing Effect of Agreement. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as

amended by this Amendment.

3.4 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. 2.

3.5 Counterparts. This Amendment No. 2 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 WHEREOF, the Parties have entered into this Amendment No. 2 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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved As to Form:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Attested By:

\_\_\_\_\_  
Angela M. Zepeda, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date