

**FOURTH AMENDMENT TO THE CONTRACTOR AGREEMENT BETWEEN THE CITY
OF COACHELLA
AND WGJ ENTERPRISES INC. DBA PCI.**

THIS FOURTH AMENDMENT ("Amendment") is made and entered into as of August 6th, 2025 by and between the City of Coachella ("City") and WGJ Enterprises, Inc. dba PCI ("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 1st, 2022 the City and Consultant entered into that certain agreement entitled "Contractor Agreement" between the City and Consultant to provide on-call striping services in the amount of \$120,000.
- b. On or about September 13th, 2023 the City and Consultant entered into the "First Amendment" to the agreement between the City and Consultant in the amount of \$37,500.
- c. On or about February 28th, 2024 the City and Consultant entered into the "Second Amendment" to the agreement between the City and Consultant in the amount of \$112,500.
- d. On or about June 12th, 2024 the City and Consultant entered into the "Third Amendment" to the agreement between the City and Consultant in the amount of \$125,000.
- e. The parties now desire to amend the Agreement as set forth in this Amendment.

2. AMENDMENT.

3.1 General Scope of Services. Article 1 of the Agreement is hereby amended to include the Scope of Services to be performed for FY 25-26 On-Call City Striping Services under this Amendment No. 4.

3.2 Performance Period. Article 2 of the Agreement is hereby amended to go into effect on July 1, 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 June 30, 2026, unless extended by Agreement Amendment.

3.3 Allowable Costs and Payments. Article 3 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 Article 3 of the Agreement is hereby amended to actual cost. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) 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 Thousand Dollars and Zero Cents (\$100,000.00).

The amended total compensation shall not exceed **Four Hundred Ninety-Five Thousand Dollars and Zero Cents (\$495,000.00)** 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

Approved by:

William B. Pattison Jr.
City Manager

Approved as to Form:

BEST, BEST & KRIEGER

City Attorney

Attest:

Angela M. Zepeda
City Clerk

WGJ ENTERPRISES, INC. DBA PCI

Approved by:

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

415490, C-32

Contractor's License Number and
Classification

1000813536

DIR Registration Number