

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF COACHELLA
AND ATLAS TECHNICAL CONSULTANTS LLC
Project ST-130**

THIS FIRST AMENDMENT ("Amendment") is made and entered into as of September 14, 2022 by and between the City of Coachella ("City") and Atlas Technical Consultants LLC ("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 January 26, 2022, the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant in the amount of \$15,000.00 for project ST-130.
 - b. The parties now desire to amend the Agreement as set forth in this Amendment.
2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in it's entirety to read as follows:

"3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit "A" at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$15,000 plus approved construction contingencies** 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. 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.
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.

5. 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

ATLAS TECHNICAL CONSULTANTS LLC

By: _____

Gabriel Martin
City Manager

By: _____

Ron Badour
Director of CMT & Field Services

APPROVED AS TO FORM:

By: _____

Carlos Campos
City Attorney

Attest: _____

Andrea Carranza
Deputy City Clerk

Exhibit "A"

SCHEDULE OF FEES
California Prevailing Wage
Effective February 1, 2021

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environment, Envelope Services)

| | |
|---------------------------------------|-------|
| Director/Principal Professional | \$190 |
| Senior Professional | 165 |
| Project Professional | 145 |
| Staff Professional | 120 |
| Drafter Level II..... | 95 |
| Drafter Level I..... | 85 |

Project Management

| | |
|-------------------------------|-------|
| Senior Project Manager | \$160 |
| Project Manager..... | 135 |
| Administrative Assistant..... | 67 |

Field Services (Geotechnical, Special Inspection)

| | |
|--|-------|
| Field Supervisor | \$118 |
| LA Certified Grading Inspector | 123 |
| Off Site Inspector | 91 |
| Laboratory Technician..... | 74 |
| Group 1 (Field Soils, Material Tester) | 108 |
| Group 2 (Special Inspection)..... | 113 |
| Group 3 (NDT Testing)..... | 117 |
| Coring | 166 |

Field Services (SUE Level B Utility Evaluations and Rebar Locating)

| | |
|---|---------|
| Line Tracer, Ground Penetrating Radar, Electromagnetics, Magnetics | |
| Full Day | \$1,950 |
| Hourly Rate (A Mob/Demob charge of \$250 applies to projects billed on hourly rates)..... | 215 |
| Letter Report..... | 300 |
| Map (per day of field work) | 350 |

Field Services (Geophysical Data Acquisition)

| | |
|---|---------|
| UST, Landfill, Oil Well, Void, Pile Integrity Testing | |
| Full Day | \$2,400 |
| Hourly Rate (A Mob/Demob charge of \$335 applies to projects billed on hourly rates)..... | 270 |

Field Services (Advanced Geophysical Studies)

| | |
|---|---------|
| Seismic, Sting ERT, Resistivity, Groundwater, UXO/MEC | |
| Full Day | \$3,000 |
| Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates)..... | 325 |

Field Services (Seismic ReMi)

| | |
|-------------------------------------|---------|
| One Line | \$1,500 |
| Each Additional Line..... | 300 |
| For Pavement/Requires Drilling..... | 300 |

Field Services (Vibration Monitoring)

| | |
|--|---------|
| Mobilization | \$1,000 |
| Equipment (Daily) | 200 |
| Daily Analysis & Reporting (Daily) | 75 |
| Final Report Preparation | 750 |
| Manned Vibration Monitoring..... | Quote |

Field Services (Building Envelope)

| | |
|--|-------|
| Field Tech Level II..... | \$125 |
| Field Tech Level I..... | 115 |
| Electronic Leak Detection (hourly, 4 hour minimum)..... | 250 |
| Fenestration Testing (ASTM E1105/E783) – Hourly Rate (2 technicians) | 400 |
| Fenestration Testing (AAMA 501.2) – Hourly Rate (2 technicians)..... | 225 |
| Drainage Efficiency of Exterior Insulation and Finish Systems (EIFS) Clad Wall Assemblies (ASTM E2273) | 1,500 |



Travel and Miscellaneous

| | |
|--|--|
| Pick Up | \$55/hour |
| Travel Time | Hourly Rate (or \$125/hour beyond 1 hour from San Diego for Geophysical Crews) |
| Overtime and Saturday Rate | 1.5 x Regular Hourly Rate |
| Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving) | 2 x Regular Hourly Rate |
| Rush Surcharge | Normal Rate plus 50% |
| Per Diem (variable, depending on location) | Quote |
| Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq | Quote |
| Specialty Equipment Surcharge | Quote |

LABORATORY TESTS

Soil and Aggregate

| | |
|---|-------|
| California Bearing Ratio (ASTM D854) | \$418 |
| California Impact (Cal 216) | 206 |
| Clay Lumps in Aggregate (ASTM C142) | 150 |
| Cleanness Value (Cal 227) | 200 |
| Consolidation (ASTM D2435) | 200 |
| Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)..... | 187 |
| Crushed Particles (Cal 205, ASTM D693)..... | 150 |
| Direct Shear (ASTM D3080) | 260 |
| Durability Factor (Cal 229, ASTM D3744)..... | 97 |
| Durability Index (Cal 229, ASTM D3744) | 224 |
| Expansion Index (ASTM D4289)..... | 177 |
| Fine Aggregate Angularity (AASHTO T304) | 200 |
| Fineness Modulus (ASTM C136)..... | 24 |
| Flat & Elongated Pieces (ASTM D4791)..... | 175 |
| Light Weight Pieces (ASTM C123)..... | 175 |
| Liquid Limit (Cal 204, ASTM D4318)..... | 75 |
| Los Angeles Abrasion - 1 ½ inch and smaller (Cal 211, ASTM C131)..... | 224 |
| Maximum Density Check Point (ASTM D698/D1557)..... | 88 |
| Maximum Density/Optimum Moisture – 4 inch (ASTM D698, D1557)..... | 200 |
| Maximum Density/Optimum Moisture – 6 inch (ASTM D698, D1557)..... | 220 |
| Minimum Density (ASTM D1556)..... | 74 |
| Moisture Content (Cal 226, ASTM C566, ASTM D2216) | 35 |
| Natural Density Chunk Sample (ASTM D2937) | 45 |
| Natural Moisture/Density Ring or Core Sample (ASTM D2937)..... | 40 |
| Organic Impurities (Cal 213, ASTM C40)..... | 90 |
| Organic Matter (ASTM D2974)..... | 75 |
| Percent Finer than #200 (ASTM C117, ASTM D1140) | 70 |
| Permeability Remold Sample (ASTM D2434) | 200 |
| Permeability Remold Sample (ASTM D5084) | Quote |
| Permeability Undisturbed Sample (ASTM D5084) | Quote |
| Petrographic Analysis (Cal 215, ASTM C295) | Quote |
| pH & Resistivity (Cal 643, ASTM G51)..... | 126 |
| Plasticity Index (Cal 204, ASTM 4318)..... | 127 |
| Potential Reactivity (ASTM C289)..... | 220 |
| Residual Shear (ASTM D6467)..... | 442 |
| Rock Correction (ASTM D4718)..... | 26 |
| R-Value (Cal 301, ASTM D2844)..... | 276 |
| Sandcastle Test (USACE)..... | 195 |
| Sand Equivalent (Cal 217, ASTM D2419)..... | 88 |
| Sieve Analysis (ASTM C136, ASTM D6913, Cal 202) | 110 |
| Sieve Analysis with Hydrometer (Cal 203, ASTM D422)..... | 200 |
| Soil Cement Compression Strength (Cal 312, ASTM D1633)..... | 50 |
| Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)..... | 100 |
| Soluble Chlorides (Cal 422) | 62 |
| Soluble Sulfate (Cal 417) | 62 |
| Soundness 5 Cycles (Cal 214, ASTM C88) | 375 |
| Specific Gravity Coarse Aggregate (Cal 206, ASTM C127) | 115 |
| Specific Gravity Fine Aggregate (Cal 207, ASTM C128)..... | 115 |
| Triaxial Shear Consolidated - Undrained (ASTM D4767)..... | Quote |
| Triaxial Shear Unconsolidated - Undrained (ASTM D2850)..... | Quote |
| Triaxial Staged Consolidated - Undrained (ASTM D4767)..... | Quote |
| Triaxial Staged Unconsolidated - Undrained (ASTM D2850)..... | Quote |
| Unconfined Compression (ASTM D2166) | 162 |
| Unit Weight Aggregate (Cal 212, ASTM C29)..... | 80 |



Asphalt Concrete

| | |
|---|-------|
| Asphalt Core Specific Gravity (Cal 308, ASTM D2726) | \$68 |
| Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188) | 84 |
| Emulsion Content (CTM 382) | 178 |
| Film Stripping (Cal 302) | Quote |
| Gyratory Compacted Maximum Specific Gravity (AASHTO T312) | 350 |
| Hamburg Wheel Plant Produced HMA (AASHTO T324/Caltrans Section 39) | 900 |
| Hveem Maximum Bulk Specific Gravity (Cal 308) | 300 |
| Hveem & Stabilometer Value (Cal 366) | \$400 |
| Ignition Oven Correction Factor (AASHTO T308) | 250 |
| Ignition Oven Degradation Factor (AASHTO T308) | 250 |
| Marshall Density Stability & Flow (ASTM D6927) | 400 |
| Marshall Density (ASTM D6926) | 300 |
| Moisture Content of Asphalt Mixtures Using Microwave (Cal 370) | 50 |
| Moisture Vapor Susceptibility (Cal 307) | Quote |
| Optimum Bitumen Content (AASHTO R35/Cal 367) | 3,100 |
| Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307) | 180 |
| Residue by Evaporation (Cal 331) | 178 |
| Rice Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041) | 133 |
| Sieve Analysis Extracted Aggregate (Cal 382, ASTM D5444) | 90 |
| Stability and Flow (ASTM D1559) | 350 |
| Stabilometer Value (Cal 366) | 350 |
| RAP Testing Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39) | Quote |
| RAP Testing Not Fractionated (ASTM D2172, AASHTO T308, Caltrans Section 39) | Quote |
| Tensile Strength Ratio Plant Produced HMA (AASHTO T283) | 900 |
| Wet Track Abrasion (ASTM D3910) | 185 |

Concrete

| | |
|---|-------|
| 2X2 Cube Compression | \$27 |
| Chloride Ion Testing (ASTM C1218) | 220 |
| Concrete Core Compression (ASTM C42) | 59 |
| Concrete Cylinder Compression (Cal 521, ASTM C39) | 27 |
| Flex Beam Modulus of Rupture (Cal 523, ASTM C78) | 74 |
| Modulus of Elasticity (Cal 522, ASTM C469) | 261 |
| Shotcrete Mockup Panel (ASTM C1140) | 1,040 |
| Shotcrete Panel, 3 Cores Compression (CBC) | 290 |
| Shrinkage Hardened Concrete (ASTM C157 Modified) | 371 |
| Split Tensile Concrete Cylinder (ASTM C496) | 74 |
| Time of Set (ASTM C403) | 200 |
| Trial Batch Fabrication (ASTM C192) | 298 |
| Unit Weight Hardened Concrete (ASTM C642) | 55 |
| Unit Weight Lightweight Concrete (ASTM C567) | 69 |

Masonry

| | |
|---|-------|
| Absorption Block (ASTM C140) | \$115 |
| Compression Adobe | 155 |
| Compression Block Standard (ASTM C140) | 150 |
| Compression Brick (ASTM C67) | 115 |
| Efflorescence Block | 175 |
| Efflorescence Brick (ASTM C67) | 175 |
| Grout Prism Compression (ASTM C1019) | 27 |
| Masonry Core Compression (ASTM C42) | 51 |
| Masonry Core Shear (CBC 2105A.4) | 95 |
| Masonry Prism Compression (ASTM E447) | 150 |
| Mortar Bond Strength Pull Test (ASTM C482) | 62 |
| Mortar Cylinder Compression | 27 |
| Mortar Shear Strength (ANSI 118) | 100 |
| Relative Mortar Strength (Cal 515) | 850 |
| Shrinkage Masonry Block (ASTM C426) | 250 |
| Trial Grout Prisms (ASTM C942) | 38 |
| Water Retention and Air Content (ASTM C270) | 550 |



Metal

| | |
|--|-------|
| Bolt Assembly Hardness Test | \$74 |
| Bolt Assembly Tensile & Proof Load Test | 125 |
| Modulus of Elasticity (Steel)..... | 146 |
| Post-Tension Tendon Tensile Testing..... | 185 |
| Tensile Strength & Bend Test Structural Steel (ASTM A370)..... | 180 |
| Tensile Strength & Bend Test Reinforcing Steel (ASTM A615/A706)..... | 125 |
| Tensile Strength #14 - #18 Bar (ASTM A615)..... | Quote |
| Tensile Strength Mechanical Splices #9 and Smaller (Cal 670)..... | Quote |
| Tensile Strength Mechanical Splices #10 to #14 (Cal 670)..... | Quote |
| Tensile Strength Mechanical Splices #18 (Cal 670) | Quote |

Miscellaneous

| | |
|--|---------|
| Fire Proofing Density Test (ASTM E605) | \$69 |
| Fiber Reinforced Polymer Tensile (ASTM D3039)..... | 520 |
| Material Preparation | 70 |
| Relative Humidity Test (ASTM F2170) | 80/kit |
| Concrete Vapor Emission Kits (ASTM F1869) | 72/kit |
| Miscellaneous Charges | Various |
| Default Expense | Various |

TERMS AND CONDITIONS

Prevailing wage rates will increase consistent with general prevailing wage determinations made by the California Department of Industrial Relations.

All field services will be charged portal to portal with the following minimum charges:

1. The client will be invoiced only for the hours actually worked in 4- and 8-hour increments.
2. A 2-hour show-up charge will be applied to any service canceled the same day of service.
3. Work in excess of 8 hours up to 12 hours in a single day will be charged in 1-hour increments at 1.5 times the standard rate.
4. Work in excess of 12 hours in a single day will be charged in 1-hour increments at 2 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 a.m. to 5:00 p.m.) will be charged a premium on a case-by-case basis. Work performed for Geophysical Studies outside of a standard work week will be charged an additional 30%.

Fees for specialty geophysical services such as seismic reflection, crosshole, gravity, pile integrity testing, vibration monitoring, magnetotellurics, UXO, MEC, etc. will be based on a per project basis. Utility focused projects requiring specialized training such as MSHA (mines) or RSO (refineries) will be billed at a General Geophysical rate.

Other Direct Charges: Our company reserves the right to charge for services outside of the contract in the form of reimbursables, including but not limited to, the following: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

Mileage will be charged at the standard federal rate per mile for distances over 50 miles from the location of dispatch. Per Diem charges will be applied to projects outside a 50-mile radius of our office.

Subcontracted services will be charged at cost plus 20 percent.

Invoices will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent, will be charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney’s fees and other costs of collection.

Our services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.