

**SEVENTH AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND DAVID EVANS AND ASSOCIATES, INC.**

PW17-25 DIAZ ROAD EXPANSION

(Agreement No. 19-258)

THIS SEVENTH AMENDMENT is made and entered into as of **December 10, 2024**, by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **David Evans and Associates, Inc.**, a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **October 22, 2019**, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services," in the amount of **\$733,312.00**, plus contingency in the amount of **\$73,331.20**.

b. On **January 20, 2021**, the City and Consultant entered into the **First Amendment** to the Agreement to increase the contingency in the amount of **\$100,000.00**.

c. On **July 27, 2021**, the City and Consultant entered into the **Second Amendment** to the Agreement to increase the contingency in the amount of **\$100,000.00**.

d. On **May 24, 2022**, the City and Consultant entered into the **Third Amendment** to the Agreement to increase the contingency in the amount of **\$59,279.80**.

e. On **January 24, 2023**, the City and Consultant entered into the **Fourth Amendment** to the Agreement to increase the contingency in the amount of **\$120,000.00**.

f. On **November 14, 2023**, the City and Consultant entered into the **Fifth Amendment** to the Agreement to increase the contingency in the amount of **\$100,000.00**.

g. On **March 26, 2024**, the City and Consultant entered into the **Sixth Amendment** to the Agreement to increase the contingency in the **\$75,000.00** and extend the term of the Agreement to **June 30, 2026**.

The parties now desire to increase the contingency in the amount of **\$200,000.00**, and to amend the Agreement as set forth in this Amendment.

2. Section 2 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **SEVENTH** Amendment amount shall not exceed **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)** for a total Agreement amount of **One Million Five Hundred Sixty Thousand, Nine Hundred Twenty-Three Dollars and Zero Cents (\$1,560,923.00)**.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

DAVID EVANS AND ASSOCIATES, INC.


(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, Mayor

By: 
Mark Miner, Vice President

ATTEST:

By: _____
Randi Johl, City Clerk

By: 
Gavin Powell, Associate

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

David Evans and Associates, Inc.
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