

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND T.Y. LIN INTERNATIONAL**

**I-15/FRENCH VALLEY PARKWAY IMPROVEMENTS – PHASE II, PW16-01**

**THIS FIRST AMENDMENT** is made and entered into as of January 9, 2024 by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and T.Y. Lin International, 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 August 23, 2022, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services Between City of Temecula and T.Y. Lin International, I-15/French Valley Parkway Improvements – Phase II, PW16-01," in the amount of \$350,000.00.

b. The parties now desire to increase the payment in the amount of \$150,000.00 and to amend the Agreement as set forth in this Amendment.

2. Section 6 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 FIRST Amendment amount shall not exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), for additional engineering support services for a total Agreement amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00).

3. Exhibit "B" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. 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**

**T.Y. LIN INTERNATIONAL**

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

By: \_\_\_\_\_  
James "Stew" Stewart, Mayor

By:   
James Barr, Vice President

**ATTEST:**

By: \_\_\_\_\_  
Randi Johl, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**CONSULTANT**

T.Y. Lin International  
Attn: Rodrigo Gonzalez  
3633 East Inland Empire Blvd., Suite 700  
Ontario, CA 91764  
909-912-6903  
Rodrigo.Gonzalez@tylin.com

**City Purchasing Mgr.  
Initials and Date:**

# ATTACHMENT A

## **EXHIBIT B PAYMENT RATES AND SCHEDULE**

### GENERAL

The tasks described in the Scope of Work (Exhibit A) will be performed on a time and materials basis at the direction of the City or its delegate. It is understood that the actual work effort is not known and will be a function of the extent of inquiries, changes, and clarifications that arise as a result of the construction of the project. Actual cost shall not exceed the Total Fee without prior authorization from the City.

Fee (Original Agreement).....	\$ 350,000.00
Fee (FIRST Amendment).....	<u>150,000.00</u>
<b>Total Fee</b> .....	<b>\$ 500,000.00</b>