

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

**PW17-25 DIAZ ROAD EXPANSION
(Agreement No. 19-258)**

THIS FOURTH AMENDMENT is made and entered into as of **January 24, 2023**, 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 Between City of Temecula and David Evans and Associates, Inc., PW17-25 Diaz Road Expansion**", 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. The parties now desire to increase the contingency in the amount of **\$120,000.00**.

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 **FOURTH** Amendment amount shall not exceed **One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00)**, to increase contingency for a total Agreement amount of **One Million One Hundred Eighty-Five Thousand, Nine Hundred Twenty-Three Dollars and Zero Cents (\$1,185,923.00)**.

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.

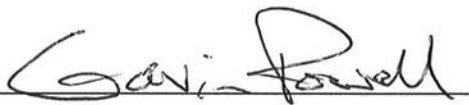
(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Zak Schwank, 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.
Attn: Gavin Powel
41951 Remington Avenue, Suite 220
Temecula, CA 92590
(951) 294-9346
GPowell@deainc.com

City Purchasing Mgr.
Initials and Date:
