

**THIRD AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND MARK THOMAS AND COMPANY, INC.**

**PW19-02 I-15 CONGESTION RELIEF**

**THIS THIRD AMENDMENT** is made and entered into as of **November 29, 2022** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and Mark Thomas and Company, 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 September 10, 2019, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services Between City of Temecula and Mark Thomas and Company, Inc., PW19-02 I-15 Congestion Relief," in the amount of \$1,001,568.00, plus contingency in the amount of \$100,156.80.
  - b. On December 23, 2020, 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 February 22, 2022, the City and Consultant entered into the Second Amendment to the Agreement to increase the contingency in the amount of \$100,000.00.
  - d. The parties now desire to increase the contingency in the amount of \$100,000.00 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 **THIRD** Amendment amount shall not exceed **One Hundred Thousand Dollars and No Cents (\$100,000.00)** for Contingency for a total Agreement amount of **One Million Four Hundred One Thousand Seven Hundred Twenty-Four Dollars and Eighty Cents (\$ 1,401,724.80)**.

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

Mark Thomas and Company, Inc.  
*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
Matt Rahn, Mayor

By: R.M.B.  
Matt Brogan, Secretary

ATTEST:

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

By: RJA  
Rob Himes, ~~President~~ VICE PRESIDENT

APPROVED AS TO FORM:

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

CONSULTANT  
Mark Thomas and Company, Inc.  
Bo Burick, Project Manager  
16795 Von Karman Avenue, Suite 240  
Irvine, CA 92606  
949-677-7348  
bburick@markthomas.com

City Purchasing Mgr.  
Initials and Date:  
VR 11/16/22