

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

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

**THIS FIFTH AMENDMENT** is made and entered into as of **November 14, 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," 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. 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 **FIFTH** Amendment amount shall not exceed **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**, to increase contingency for a total Agreement amount of **One Million Two Hundred Eighty-Five Thousand, Nine Hundred Twenty-Three Dollars and Zero Cents (\$1,285,923.00)**.


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**

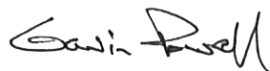
**DAVID EVANS AND ASSOCIATES, INC.**

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 Powell  
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Temecula, CA 92590  
(951) 294-9346  
GPowell@deainc.com

