

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

PW17-25 DIAZ ROAD EXPANSION

THIS THIRD AMENDMENT is made and entered into as of **May 24, 2022** 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. The parties now desire to increase the contingency in the amount of \$59,279.80 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 **Fifty-Nine Thousand Two Hundred Seventy-Nine Dollars and Eighty Cents (\$ 59,279.80)**, to increase contingency for a total Agreement amount of **One Million Sixty-Five Thousand Nine Hundred Twenty-Three Dollars and No Cents (\$ 1,065,923.00)**.

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: _____

Matt Rahn, 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.

Gavin Powell, PE, LEED AP

41951 Remington Avenue, Suite 220


Temecula, CA 92590

951-294-9346

GPowell@deainc.com

City Purchasing Mgr.

Initials and Date:

 **5/10/22**