

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

FRENCH VALLEY PARKWAY/I-15 IMPROVEMENTS – PHASE II

THIS THIRD AMENDMENT is made and entered into as of **February 11, 2020** 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 October 25, 2016, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services between City of Temecula and T.Y. Lin International, French Valley Parkway/Interstate 15 Overcrossing and Interchange Improvements – Phase II," in the amount of \$3,947,823, plus contingency in the amount of \$325,500.

b. On February 12, 2019, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Consultant Services between City of Temecula and T.Y. Lin International, French Valley Parkway/Interstate 15 Overcrossing and Interchange Improvements – Phase II," to add scope of work and to increase the payment in the amount of \$54,760.

c. On April 23, 2019, the City and Consultant entered into the Second Amendment to that certain Agreement entitled "Agreement for Consultant Services between City of Temecula and T.Y. Lin International, French Valley Parkway/Interstate 15 Overcrossing and Interchange Improvements – Phase II," to increase the contingency in the amount of \$150,000.

d. The parties now desire to increase the contingency in the amount of \$200,000, 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 **Two Hundred Thousand Dollars (\$200,000)** of additional Contingency for additional work to be defined in Extra Work Authorization(s) for a total Agreement amount of **Four Million Six Hundred Seventy Eight Thousand Eighty Three Dollars (\$4,678,083)**.

3. Section 6 of the Agreement entitled "**PAYMENT**" at paragraph "b" is hereby amended to read as follows:

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to **Six Hundred Seventy Five Thousand Five Hundred Dollars (\$675,500)** as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

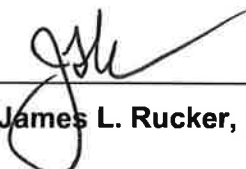
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

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 Stewart, Mayor

By:  _____
James L. Rucker, Vice President

ATTEST:


By: _____
Randi Johl, City Clerk

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

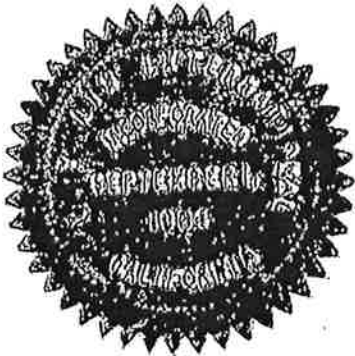
T.Y. Lin International
Attn: Rodrigo Gonzalez
3633 East Inland Empire Blvd., Suite 900
Ontario, CA 91764
909-912-6903
rodrigo.gonzalez@tylin.com

City Purchasing Mgr.
Initials and Date: 
11/30/2019

CORPORATE AUTHORIZATION

James Rucker, Vice President of T.Y. Lin International (the "Corporation"), a California corporation, is a duly elected and appointed officer of the Corporation and holds full corporate authority to enter into any contract, proposal and execute Bid Forms on behalf of the Corporation.

In witness whereof, I have caused this instrument to be executed and the corporate seal to be hereunto affixed on the 29th day of January 2019.



T.Y. Lin International

By: 
Veronica Pennie
Assistant Secretary