

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

**PW17-25 DIAZ ROAD EXPANSION**

**THIS SECOND AMENDMENT** is made and entered into as of **July 27, 2021** 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, 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. 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 **SECOND** Amendment amount shall not exceed **One Hundred Thousand Dollars and No Cents (\$100,00.00)**, to increase contingency for a total Agreement amount of **One Million Six Thousand Six Hundred Forty-Three Dollars and Twenty Cents (\$ 1,006,643.20)**.
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: \_\_\_\_\_  
Maryann Edwards, 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:**

 1-15-2021