

**THIRD AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

T.Y. LIN INTERNATIONAL

**Federal Aid Project No. STPL-5058 (094)
SR-91/Adams Street Interchange Reconfiguration
(RFP 1871)**

THIS THIRD AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Third Amendment") is made and entered into this _____ day of _____, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and T.Y. LIN INTERNATIONAL, a California corporation ("Consultant"), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated August 22, 2019 ("Agreement") for SR-91/Adams Street Interchange Reconfiguration, Federal Aid Project No. STPL-5058 (094); and

WHEREAS, the City and Consultant entered into that certain First Amendment to Professional Consultant Services Agreement dated July 27, 2020 ("First Amendment") for SR-91/Adams Street Interchange Reconfiguration, Federal Aid Project No. STPL-5058 (094); and

WHEREAS, the City and Consultant entered into that certain Second Amendment to Professional Consultant Services Agreement dated September 14, 2023 ("Second Amendment") for SR-91/Adams Street Interchange Reconfiguration No. STPL-5058 (094); and

WHEREAS, the Agreement is set to expire August 22, 2025; and

WHEREAS, the City and Consultant desire to add additional compensation in the amount of One Hundred Sixty-Three Thousand Four Hundred Twenty-Six Dollars (\$163,426.00) for total compensation in the amount of Two Million Four Hundred Twenty-One Thousand Three Hundred Seventy-Five Dollars (\$2,421,375.00) for the remaining term of the Agreement.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 5, Compensation, is hereby amended to add additional compensation in the amount of One Hundred Sixty-Three Thousand Four Hundred Twenty-Six Dollars (\$163,426.00) for total compensation in the amount of Two Million Four Hundred Twenty-One Thousand Three Hundred Seventy-Five Dollars (\$2,421,375.00) for the remaining term of the Agreement.

2. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Third Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

T.Y. LIN INTERNATIONAL,
a California corporation

By: _____
City Manager

By:  _____
Print Name: Karen Chapman
Title: Vice President
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

By: _____
Print Name: _____
Title: _____
(Signature of Secretary, Assistant
Secretary, CFO, Treasurer, or Assistant
Treasurer)

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney

T.Y. LIN INTERNATIONAL

CORPORATE AUTHORIZATION

I hereby certify that Karen Chapman, Vice President of T.Y. Lin International a California corporation (the "Corporation"), is a duly elected and appointed officer of the Corporation and holds full corporate authority to enter into project related contracts and proposals and execute and deliver such contracts, proposals, and any supplements related thereto, for and on behalf of the Corporation.

IN WITNESS WHEREOF, I have caused this instrument to be executed and the corporate seal of the Corporation to be hereunto affixed on the 23rd day of February 2022.

T.Y. LIN INTERNATIONAL



Digitally signed by
David S. Tingley
Date: 2022.02.23
15:34:50 -05'00'

By: _____
David Tingley
Vice President and Assistant Secretary