

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND TK CONSULTING, INC.**

**YNEZ ROAD IMPROVEMENTS – PHASE I, PROJECT NUMBER PW23-02
AGREEMENT NO. 2023-054**

THIS SECOND AMENDMENT is made and entered into as of **August 12, 2025**, by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **TK Consulting, 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 **March 28, 2023**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Consultant Services**," in the amount of **\$461,610.00**, plus 10% contingency in the amount of **\$46,161.00**.

b. On **July 1, 2025**, the City and Consultant extended the term of the agreement to June 30, 2027.

The parties now desire to increase the contingency in the amount of **\$46,161.00**, and to amend the Agreement as set forth in this Amendment.

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

a. 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 Forty-Six Thousand One Hundred Sixty-One Dollars and No Cents (\$46,161.00), for additional environmental services and contingency for a total Agreement amount of Five Hundred Fifty-Three Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$ 553,932.00)

b. The **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 twenty percent (20%) of the amount of the Agreement as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

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

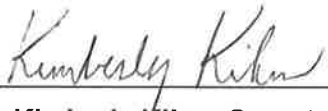
TK CONSULTING

By: _____
Brenden Kalfus, Mayor

By: _____
Timothy Kihm, President/CEO

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Kimberly Kihm, Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

TK Consulting, Inc.

Tim Kihm

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