

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN CITY
OF TEMECULA AND CHA CONSULTING, INC.
PW16-01 I-15/FRENCH VALLEY PARKWAY IMPROVEMENTS – PHASE II

ARTICLE I INTRODUCTION

- A. This SECOND AMENDMENT is made and entered into as of September 9, 2025.
- B. This SECOND AMENDMENT is made with respect to the following facts and purposes:
1. On April 11, 2023, the CITY and CONSULTANT entered into that certain AGREEMENT entitled “AGREEMENT FOR CONSULTANT SERVICES BETWEEN CITY OF TEMECULA AND FALCON ENGINEERING SERVICES, INC., PW16-01 I-15/FRENCH VALLEY PARKWAY IMPROVEMENTS – PHASE II” in the amount of Eight Million Eight Hundred Eighty Thousand Two Hundred Seventy-Five Dollars and Seventy Cents (\$8,880,275.70).
 2. On June 2, 2025, the CITY and CONSULTANT entered into that FIRST AMENDMENT to extend the term of the AGREEMENT to December 31, 2025.

The parties now desire to increase the total amount payable in the amount of **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)** for continued CONSULTANT services, change the name of the CONSULTANT, and amend the AGREEMENT as set forth in this SECOND AMENDMENT.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. **ARTICLE V, Section I.** of the AGREEMENT is hereby amended to read as follows:

“This SECOND AMENDMENT amount shall not exceed **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)** for additional time of services and associated costs payable by CITY including the fixed fee for a total AGREEMENT amount that shall not exceed **Nine Million Three Hundred Eighty Thousand Two Hundred Seventy-Five Dollars and Seventy Cents (\$9,380,275.70.)**”

All sections of the AGREEMENT, and any prior AMENDMENTS that refer to the CONSULTANT as “FALCON Engineering Services, Inc.” shall be changed to “CHA Consulting, Inc.” pursuant to the name and ownership change of said company on June 13, 2025 (the “Effective Date”). CHA Consulting, Inc. shall assume and agrees to observe and perform all of FALCON Engineering Service, Inc.’s rights, interests, obligations and responsibilities under the AGREEMENT and any prior AMENDMENTS. Notwithstanding the preceding sentence, nothing contained in this SECOND AMENDMENT shall effect the rights, duties, responsibilities and obligations that exist as between FALCON Engineering Services, Inc. and CHA Consulting, Inc. under that Stock Purchase Agreement dated June 13, 2025, including the tail insurance policy procured and maintained by FALCON Engineering Services, Inc. in connection therewith.

The CONSULTANT shall furnish certificates of insurance and an IRS W-9 form pursuant to the terms and conditions set forth in the AGREEMENT, and any prior AMENDMENTS pursuant to the name and ownership change of said company. Letter informing Company Name Change and Ownership is set forth on ATTACHMENT “A” to this AMENDMENT, which is attached hereto and incorporated herein as though set forth in full.

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

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ARTICLE XXXIV CONTRACT

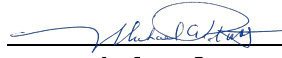
The two parties to this SECOND AMENDMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this SECOND AMENDMENT constitutes the entire SECOND AMENDMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this SECOND AMENDMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CITY OF TEMECULA

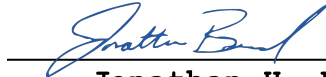
CHA CONSULTING, INC.

Brendan Kalfus, Mayor


Michael A. Platt
Secretary

Attest:

Randi Johl, City Clerk


Jonathan H. Bard
Assistant General Counsel

Approved as to Form:

Peter M. Thorson, City Attorney

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ATTACHMENT “A”

Company name change as per letter of notification attached hereto and incorporated herein as though set forth in full.



June 30, 2025

Via Email: avlin.odviar@temeculaca.gov

City of Temecula
41000 Main Street
Temecula, CA 92590

Dear Mr. Odviar:

Effective June 13, 2025, FALCON Engineering Services, Inc. ("FALCON") was acquired by CHA Consulting, Inc. ("CHA"). Accordingly, please accept this letter as a notice of change in control and request for consent to assignment, effective June 13, 2025, of all contracts and task orders between FALCON and City of Temecula

CHA is an innovative engineering design, consulting and construction management firm delivering sustainable, integrated solutions to the world's most challenging infrastructure projects. With decades of experience we bring inspired talent, forward-leaning technology, and essential partnerships to meet our clients' evolving needs. The addition of FALCON to the CHA team adds unique technical breadth and depth to CHA's expansive Infrastructure team. While the personnel working on your project(s) will remain the same, together, the services our highly skilled teams of professionals provide will expand significantly. We look forward to continuing to work with you as your trusted advisors and partners, committed to responsibly improving the world we live in.

If you consent to the assignment, please return an executed PDF to Jon Bard, Esq., Assistant General Counsel, at jbard@chasolutions.com. He can also address any transaction-related questions you may have. If you have any questions regarding the services CHA offers, please contact Wael Faqih, Vice President of FALCON, by telephone at (951) 264-2350 or by e-mail at wfaqih@falcon-ca.com, or Phil Stevens, Sector President of CHA, by telephone at (615) 613-4167 or by email at pstevens@chasolutions.com. We look forward to continuing our relationship.

Sincerely,

FALCON ENGINEERING SERVICES, INC

A blue ink signature of Wael Faqih, consisting of a stylized, elongated cursive script.

Wael Faqih
Vice President

CHA CONSULTING, INC.

A blue ink signature of Phil Stevens, written in a cursive script that includes the first and last names.

Phil Stevens
Sector President – Infrastructure