

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
CHA CONSULTING, INC.
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - MCKINLEY
STREET GRADE SEPARATION PROJECT**

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into this ____ day of _____, 2026 by and between the City of Corona (“City”) and CHA Consulting, Inc., a New York corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated April 7, 2021 (“Agreement”), whereby Consultant agreed to provide construction management and inspection services for the McKinley Street Grade Separation Project.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement dated December 28, 2021 (“First Amendment”). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement dated October 30, 2024 (“Second Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the third time to (1) amend the Rates & Total Compensation by \$13,428,081.84 to \$13,985,610.72; and (2) replace Exhibit “C-2” (Compensation) with Exhibit “C-3” (Compensation).

3. TERMS.

3.1 Section 3.3.1 Rates & Total Compensation and Exhibit “C-2” (Compensation) as amended of the Second Amendment are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Thirteen Million Nine Hundred Eighty - Five Thousand Six Hundred Ten Dollars and Seventy-Two Cents (\$13,985,610.72) (“Total Compensation”), without

written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.2 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.4 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND CHA CONSULTING, INC.
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - MCKINLEY
STREET GRADE SEPARATION PROJECT**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Professional Services Agreement as of the date first written above.

CITY OF CORONA

By: DocuSigned by:
Savat Khamphou

CB312E179B8E463
Savat Khamphou
Public Works Director/City Engineer

Reviewed By: Signed by:
Javier Luna

3CFADDA0255E4F2...
Javier Luna
CIP Manager/Assistant City Engineer

Reviewed By: Signed by:
Nicole McDaniel

7E695210B291469...
Nicole McDaniel
Assistant to the City Manager/Acting Purchasing Manager

Attest: _____
Sylvia Edwards, City of Corona, CA
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND CHA CONSULTING, INC.
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - MCKINLEY
STREET GRADE SEPARATION PROJECT

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Professional Services Agreement as of the date first written above.

CHA CONSULTING, INC.
a New York corporation

By: DocuSigned by:
Gregory S. Corso
638AA9523851426

Gregory S. Corso
CEO

By: Signed by:
Michael Platt
A2EBEE8738944DA

Michael A. Platt
Secretary

**EXHIBIT "C-2"
COMPENSATION**

1. Rates

A. Consultant Hourly Rates

Consultant shall charge the rates provided for on Page C-1 (dated 03-24-21) attached hereto and incorporated herein by reference.

B. Subconsultant Hourly Rates

For its subconsultants, Consultant shall charge the rates provided for on Pages C-2 through C-4 (dated 03-24-21) attached hereto and incorporated herein by reference.

2. Reimbursable Expenses

A. The following reimbursable expenses shall be deemed to be pre-authorized:

- Section 3.2.10.4 (Railroad Protective Liability Insurance): If, pursuant to Section 3.2.10.4 of the Agreement, the City directs Consultant to provide Railroad Protective Liability Insurance, the premium shall be reimbursable up to a maximum of \$50,000 per year for up to two years (total of \$100,000).
- Section 3.2.12 (Payment Bond): If, pursuant to Section 3.2.12 of the Agreement, the City determines that a payment bond is required by the DIR for the Services, the premium shall be reimbursable up to a reasonable amount which is documented to the satisfaction of the City's Representative with at least three (3) written quotes from sureties.

B. Other Reimbursable Expenses

All other expenses shall be subject to the prior written approval of the City's Representative, in his or her sole discretion, as provided for in Section 3.3.3 of the Agreement.

City of Corona
Agreement with Falcon Engineering Services, Inc. for
Construction Management and Inspection Services
(McKinley Street Grade Separation Project - Project No. 2012-12)

FALCON Engineering Services, Inc. (Prime)		
Billing/Hourly Rates		
Name	CLASSIFICATION	Billing Rate Range
Wael Faqih, PE *	Construction Manager-Project Manager	\$330.54
Hugh Smith, PE *	Resident Engineer	\$330.54
Ahmad Faqih, PE	Lead Roadway Inspector	\$251.54
Ahmed Hamasha	Roadway/Structures Inspector/ SWPPP	\$172.00 - \$ 199.00
To Be Determined	Electrical/Signals (PT-As Needed)	\$211.54 - \$215.00
To Be Determined	Sr. Structures/Roadway Inspector /Utility Coord.(PE)	\$230.00 - \$250.00
To Be Determined	Office Engineer - Office Support	\$106.00-\$135.00
To Be Determined	Technical Support/Claims Support (As Needed)	\$277.00 - \$318.00
To Be Determined	Field Inspector	\$171.88
To Be Determined	Public Outreach /Public Relations/Drone Aerial/Doc.	\$210.00 - \$291.00
To Be Determined	Landscape Architect/Inspection (As Needed)	\$166.59-\$185.10
To Be Determined	Pavement Specialist	\$317.31
To Be Determined	Construction Survey	\$198.32
To Be Determined	RR Liaison	\$237.99

March 24, 2021

City of Corona
Agreement with Falcon Engineering Services, Inc. for
Construction Management and Inspection Services
(McKinley Street Grade Separation Project - Project No. 2012-12)

FALCON Team Subconsultants			
TY Lin International			
Name	CLASSIFICATION		
Dan Fitzwilliam, PE	Structures Design Support	\$	252.78
Anthea Billings	Scheduling	\$	194.32
Mick Bartholomew	Technical Support	\$	269.10
Alejandro Armendariz	Structures Inspection	\$	161.38

Danken Construction Engineering Corp			
Name	CLASSIFICATION		
Scott Walker, PE	Structures Rep.	\$	290.00

KZAB Engineers, Inc.			
Name	CLASSIFICATION		
Abunnasr Husain, PE	Project Manager	\$	254.10
Stephen Yench	Sr. Resident Engineer	\$	219.45
Howard Sanders	Resident Engineer	\$	150.15

David Evans and Associates			
Name	CLASSIFICATION		
Robert Vasquez, PLS	Survey Project Manager	\$	230.00
Jerry Woodrow, PLS	Survey Project Surveyor	\$	180.00
Gary Lewis, PLS	Survey Project Surveyor	\$	185.00
Jay Bentley, PLS	Survey Project Surveyor	\$	165.00
Jerry Woodrow, PLS	Survey Party Chief	\$	180.00
Lou Henry	Survey Party Chief	\$	170.00
Robert Muro	Survey Party Chief	\$	170.00
Fulton Torreyson	Survey Instrumentman	\$	155.00
Michael Balderston	Survey Instrumentman	\$	155.00
Felicia Mantz	Project Coordinator	\$	105.00

March 24, 2021

City of Corona
Agreement with Falcon Engineering Services, Inc. for
Construction Management and Inspection Services
(McKinley Street Grade Separation Project - Project No. 2012-12)

FALCON Team Subconsultants			
Converse Consultants			
Name	CLASSIFICATION		
Hashmi Quazi, PE, GE	Principal Engineer	\$	344.01
Siva Sivathasan, PE, GE	Project Manager	\$	245.64
Antonio Maciel, EIT	Asst. Project Manager	\$	102.63
Ali Peval	Laboratory Technician	\$	78.88
Bill Kowalski	Field Technician	\$	143.29
Gerardo Portea	Field Technician	\$	143.49
David Hainsworth	Field Technician	\$	143.29
Penney Munns	Dispatcher	\$	85.84
Kathy Von Glahn	Word Processor	\$	84.24
Danielle Ertl	Accounting	\$	103.57
Wyllie Duarte	Support	\$	71.44

ZT Consulting Group			
Name	CLASSIFICATION		
Farzad Tasbihgoo	Structural Material Rep	\$	184.80
Dan Chang, DWI, NDT	Source Inspector	\$	138.60
Andrew Soria, CWI, NACE	Source Inspector	\$	115.50
Reid Gerritsen, CQI	Source Inspector	\$	109.15

Z&K Consultants, Inc.			
Name	CLASSIFICATION		
Crystal Faqih, PE	Sr. Construction Inspector	\$	204.43
Brittany Dunh, PE	Sr. Construction Inspector	\$	185.95
Noah Hernandez	Sr. Construction Inspector	\$	169.78
Ziad Al-Dasouqi	Sr. Construction Inspector	\$	204.43
Zack Faqih, PE	Sr. Construction Inspector	\$	204.43

March 24, 2021

City of Corona
Agreement with Falcon Engineering Services, Inc. for
Construction Management and Inspection Services
(McKinley Street Grade Separation Project - Project No. 2012-12)

FALCON Team Subconsultants		
Wood Environment and Infrastructure Solutions, Inc.		
Name	CLASSIFICATION	
Project Support	Belinda Lopez	\$ 60.45
Biology Group Manager	Scott Crawford	\$ 205.81
Senior Biologist	Dale Hameister	\$ 102.49
Senior Biologist	Nathan Moorhatch	\$ 116.80
Senior Biologist	Michael Wilcox	\$ 113.93
Senior Biologist	John Green	\$ 117.80
Senior Biologist	Lisa Wadley	\$ 99.78
GIS Manager	Aaron Johnson	\$ 111.40
GIS Analyst	Chris Nixon	\$ 105.54
Biologist	Alec Williams	\$ 46.48
Biologist	Phil Cleveninger	\$ 38.73
Biologist	Juan Eason	\$ 38.73
Archaeologist	Michael Amorelli	\$ 69.72
Archaeologist	Cynthia Morales	\$ 63.21
Archaeologist	Melissa Jenkins	\$ 56.81
Senior Archaeologist	Trisha Drennan	\$ 99.42
Cultural Resource Manager	Scott Sunell	\$ 160.77
Senior Paleontologist	Matt Sauter	\$ 103.57
Contracts	Carol Shore	\$ 89.29

March 24, 2021

1st Amendment Added Rates:

Generate a 3-D model of all major arch components to evaluate constructability and details of constructability and provide City with an advanced mill order for a total not to exceed fee of \$99,963.00 as detailed below.

Section 1.2.1 Constructability Review/Pre-Construction Phase Services and Deliverables performed by specialty subconsultant, Tensor Engineering: lump sum cost of \$66,000.

Structural Engineering Manager: 40 hours @\$240/hour = \$9,600

Bridge Engineer: 80 hours @210/hour = \$16,800

CADD Technician 2D: 240 hours @\$110/hour = \$26,400

CADD Technician 3D Modeling: 110 hours @\$120/hr = \$13,200

Administer, provide comments, work product evaluation and model/mill sheet contract incorporation: lump sum cost of \$21,516

Specification development and plan sheet recommendations for alternate bridge superstructure construction method: lump sum cost of \$12,447.

2nd Amendment Added Rates: Additional compensation total not exceed \$2,933,461.04.

		Falcon										DANKEN				DEA	ZTC	Converse
		Claims Support	Lead Roadway Inspector	Electrical Inspector	Roadway Inspection	Structures Inspection	Labor Compliance	SWPPP Review & Safety Engineer	Landscape Architect/Inspection	Admin Support / Office Engineering	Drone Aerial/Photo Documentarian	Senior RESR	Document Control	Asst Resident Engineer / Utility Coordinator	Structures Rep / Structures Inspector	Construction Surveying	Source Inseccion	Material Testing
		\$396.64	\$251.21	\$211.54	\$211.54	\$211.54	\$237.99	\$198.32	\$185.10	\$134.86	\$211.54	\$290.00	\$107.92	\$260.00	\$272.58	\$175.00	\$165.00	\$155.00
Task 1	Project Administration / Meetings		48				48	48		48		48	48	48				
		\$ -	\$ 12,057.96	\$ -	\$ -	\$ -	\$ 11,423.33	\$ 9,519.44	\$ -	\$ 6,473.22	\$ -	\$ 13,920.00	\$ 5,180.16	\$ 12,480.00	\$ 13,083.84	\$ -	\$ -	\$ -
Task 2	Construction Managemenet - Inspection		1024	760	1024	1024	128	128	400	1024	160	632	48	632	618	1100	500	700
		\$ -	\$ 257,236.53	\$ 160,772.83	\$ 216,620.24	\$ 216,620.24	\$ 30,462.22	\$ 25,385.18	\$ 74,040.12	\$ 138,095.40	\$ 33,846.91	\$ 183,280.00	\$ 5,180.16	\$ 164,320.00	\$ 167,909.28	\$ 192,500.00	\$ 82,500.00	\$ 108,500.00
Task 3	Claim #1 support	774	400							160		268		268		0	0	0
		\$ 307,002.07	\$ 100,483.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,577.41	\$ -	\$ 77,720.00	\$ -	\$ 69,680.00	\$ -	\$ -	\$ -	\$ -
Task 4	Construction close out support		176	120	80	80	40	80	80	80	40	40		40	40	40	40	40
		\$ -	\$ 44,212.53	\$ 25,385.18	\$ 16,923.46	\$ 16,923.46	\$ 9,519.44	\$ 15,865.74	\$ 14,808.02	\$ 10,788.70	\$ 8,461.73	\$ 11,600.00	\$ -	\$ 10,400.00	\$ 10,903.20	\$ 7,000.00	\$ 6,600.00	\$ 6,200.00

	Falcon	Danken	DEA	ZTC	CONVERSE	
Task 1	\$ 39,473.96	\$ 44,664.00	\$ -	\$ -	\$ -	
Task 2	\$ 1,153,079.67	\$ 520,689.44	\$ 192,500.00	\$ 82,500.00	\$ 108,500.00	
Task 3	\$ 429,062.50	\$ 147,400.00	\$ -	\$ -	\$ -	
Task 4	\$ 162,888.26	\$ 32,903.20	\$ 7,000.00	\$ 6,600.00	\$ 6,200.00	
	Total per consultant	\$ 1,784,904.40	\$ 745,656.64	\$ 199,500.00	\$ 89,100.00	\$ 114,700.00

Total per Task
\$ 84,137.96
\$ 2,057,269.11
\$ 576,462.50
\$ 215,591.46
\$ 2,933,461.04

3rd Amendment Added Rates: Additional compensation



	Rate	Punchlist / Close Out Plant Establishment			Claims Support			Total Hours	Amount		
		Dec-25	Jan-26	Feb-26	2026	2027	2028				
Falcon	Ahmad Faqih	\$ 251.21	153	96	64	56	48	48	465	\$ 116,812.65	\$ 331,500.21
	Sarah Alina	\$ 135.00	168	168	64	64	48	48	560	\$ 75,600.00	
	Mohamad Shahin	\$ 211.54	176	144	56	0	0	0	376	\$ 79,539.04	
	Salvador Banuelos	\$ 211.54	102	40	32	12	0	0	186	\$ 39,346.44	
	Salvador Orozco	\$ 211.54	12	8	32	12	12	12	88	\$ 18,615.52	
	Dion Castro (SWPPP)	\$ 198.32	8	0	0	0	0	0	8	\$ 1,586.56	
Robert Harrel (Drone)	\$ 185.10	0	0	0	0	0	0	0	\$ -		
Danken	Scott Walker	\$ 290.00	40	27	64	200	192	96	619	\$ 179,510.00	\$ 348,857.86
	Amy Griffin	\$ 260.00	54	57	64	48	48	48	319	\$ 82,940.00	
	Darius Johnson	\$ 272.58	21	88	64	48	48	48	317	\$ 86,407.86	
Converse	Material Testing									\$ 5,000.00	\$ 5,000.00
Wood/WSP	Environmental									\$ 5,000.00	\$ 5,000.00

\$ 24,116.16

Remaining Total Cost \$ 690,358.07

Remaining Budget as of 12/1/25 \$ 132,829.19

Delta \$ (557,528.88)

Current Budget \$ 13,428,081.84

New Budget \$ 13,985,610.72