

**FOURTH AMENDMENT TO THE  
SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO  
AND  
COMPANY NAME**

**1. PARTIES AND DATE.**

This Fourth Amendment to the Services Agreement ("Fourth Amendment") is made and entered into this *September 9, 2025*, by and between the City of Rialto, a municipal corporation and California general law city ("City") and *Huitt-Zollars, Inc.*, a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Fourth Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Services Agreement dated *June 26, 2018*, ("Agreement"), whereby Consultant agreed to provide services to the City related to *design services for the Baseline Storm Drain from Cactus Basin to Tamarind Avenue, City Project No. 170700*.

2.2 Amendment. On April 27, 2021, the City and Consultant entered into the First Amendment to include additional tasks for the project and to increase the total amount of compensation for the Agreement by \$44,000.

2.3 Amendment. On May 13, 2022, the City and Consultant entered into the Second Amendment to include additional tasks for the project and to increase the total amount of compensation for the Agreement by \$26,000.

2.4 Amendment. On January 16, 2025, the City and Consultant entered into the Third Amendment to include additional tasks for the project and to increase the total amount of compensation for the Agreement by \$20,000.

2.5 Amendment. City and Consultant desire to amend the Agreement by this Fourth Amendment to include additional tasks for the project as set forth in "Exhibit A", to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

**3. TERMS.**

3.1 Scope of Services. In addition to the Scope of Services set forth in the Agreement, Consultant shall perform the additional services included in this Fourth Amendment to the Agreement and described in "Exhibit A," attached hereto and incorporated herein by this reference.

3.2 Payment Terms. Consultant shall be compensated for the additional services included in this Fourth Amendment in an amount not to exceed *\$330,000 (Three Hundred Thirty Thousand Dollars and Zero Cents)*. The total compensation, including

reimbursement for actual expenses, the City will pay Consultant pursuant to the Agreement as amended by the Fourth Amendment shall not exceed \$941,625.00 (*Nine Hundred Forty-One Thousand Six Hundred and Twenty-Five Dollars and Zero Cents*)."

3.3 Time for Performance. The time to complete the additional services included in the Fourth Amendment shall begin immediately upon the City Council's approval of the Fourth Amendment and shall be completed within four hundred eighty (480) days of its approval."

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

3.5 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 Fourth Amendment.

3.6 Counterparts. This Fourth 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.

3.7 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.8 Corporate Authority. The persons executing this Fourth Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Fourth Amendment on behalf of said party, (iii) by so executing this Fourth Amendment, such party is formally bound to the provisions of this Fourth Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS THEREOF**, the parties have caused their authorized representative to execute this agreement the day and year first above written.

**CITY OF RIALTO, CALIFORNIA, a  
municipal corporation**

**HUITT-ZOLLARS, INC., a Delaware  
corporation**

By: \_\_\_\_\_  
Tanya Williams  
City Manger

By: \_\_\_\_\_  
Name  
Title

**ATTEST:**

By: \_\_\_\_\_  
Barbara McGee  
City Clerk

By: \_\_\_\_\_  
Name  
Title

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Eric S. Vail  
City Attorney

**\*\*Two signatures are required if a  
corporation\*\***