

**EIGHTH AMENDMENT TO THE  
SERVICES AGREEMENT**

**BETWEEN THE RIALTO UTILITY AUTHORITY  
AND  
DUPUDJA AND WELLS CONSULTING**

**1. PARTIES AND DATE.**

This Eighth Amendment to the Services Agreement (“Eighth Amendment”) is made and entered into this 12<sup>th</sup> day of May 2026, by and between the Rialto Utility Authority (“RUA”) and Dupudja and Wells Consulting, a California Corporation, (“Consultant”). RUA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Eighth Amendment.

**2. RECITALS.**

2.1 Agreement. RUA and Consultant entered into that certain Services Agreement dated April 13, 2021, (“Agreement”), whereby Consultant agreed to provide services to the RUA related to UA related to engineering and as-needed support services (Project”).

2.2 Amendment. RUA and Consultant desire to amend the Agreement by this Eighth Amendment to include additional tasks for the Project as set forth in “Exhibit A” 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 Eighth 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 Eighth Amendment in an amount not to exceed **Five Hundred Thirty Thousand Five Hundred Ten Dollars and Zero Cents (\$530,510.00)**. The total compensation, including reimbursement for actual expenses, RUA will pay Consultant pursuant to the Agreement as amended by the Eighth Amendment shall not exceed **Five Million Five Hundred Thirty-Seven Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$5,537,438.00)**.

3.3 Time for Performance. The time to complete the additional services included in the Eighth Amendment shall begin immediately upon execution of the Eighth Amendment.

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

3.6 Counterparts. This Eighth 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 RUA or City of Rialto 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 RUA or City of Rialto elected or appointed official or employee, except as specifically disclosed to the RUA and the City of Rialto in writing.

3.8 Corporate Authority. The persons executing this Eighth 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 Eighth Amendment on behalf of said party, (iii) by so executing this Eighth Amendment, such party is formally bound to the provisions of this Eighth Amendment and (iv) the entering into this Eighth Amendment does not violate any provision of any other agreement to which said party is bound.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into this Agreement on the date first written above.

**RIALTO UTILITY AUTHORITY**

**DOPUDJA AND WELLS CONSULTING**

By: \_\_\_\_\_  
Tanya Williams, Executive Director

By: \_\_\_\_\_  
Signature

**ATTEST:**

\_\_\_\_\_  
Stephen Dopudja  
Name

By: \_\_\_\_\_  
Barbara A. McGee, Secretary

\_\_\_\_\_  
Chief Executive Officer  
Title

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Eric S. Vail, General Counsel

\_\_\_\_\_  
Jon Wells  
Name

\_\_\_\_\_  
Chief Executive Officer  
Title

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

## EXHIBIT “A”

### SCOPE OF SERVICES



April 24, 2026

Ms. Tanya Williams  
City Manager  
City of Rialto  
150 South Palm Avenue  
Rialto, CA. 92376

SUBJECT: Proposal to Provide Additional Staffing Support Services

Dear Ms. Williams,

Dopudja & Wells Consulting (Dopudja & Wells) has been requested to prepare a proposal to extend additional consulting support services. This proposal includes two primary areas of support as outlined below.

#### Scope of Work

##### Task 1. Additional Interim Staffing Support Related to the Utility Department

With the recent reorganization of the Utility Department, Dopudja & Wells was requested to provide additional support. Our temporary support effort covers the period from the end of our prior amendment and is expected to occur through the end of October 2026. During this period our role will progressively decrease as we transition support over to the reorganized Utility Department. Dopudja & Wells will control our work and the manner in which it is performed. During this period Dopudja & Wells will continue to have no control over the conduct of the City's officers, employees, or agents. Dopudja & Wells will not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Dopudja & Wells shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner. No City employee benefits shall be available to Dopudja & Wells in connection with the performance of the scope of work pursuant to the Agreement with the City. As requested by the City, we are proposing Mr. John Rossi in the primary duties of providing consulting support to the City. Additionally, the City has requested Mr. Stephen Dopudja and Mr. Jason Pivovarovoff to continue to support the department with technical and Concession Agreement expertise. Lastly, the City is experiencing a higher pace of infill/developments, predominantly in the sewer service areas. These include residential, commercial/industrial developments. As a result, additional hydraulic modeling has been requested beyond historic levels. All of the work in this work will be performed on an as-needed basis. Below is a table to reflect the anticipated level of support and reductions through October 2026.

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3080 Bristol Street, #520 • Costa Mesa, California 92626

Period	Hours Per Week			
	Principal (Dopudja)	Senior/ Consultant (Pivovarov)	Senior/ Consultant (Rossi)	Project Engineer (Wells/Connell)
May 2026 - July 2025	16	24	16	4
Aug 2026 - Oct 2026	8	20	8	4

Note: The budget also includes approximately 2% for administrative support and 1.5% for reimbursables.

### Task 2. Project Management and Administration

Project management and administrative activities include coordination of project activities with City staff, management of internal project staff, monitoring of budget, and invoice preparation.

### Proposed Fee

The tasks in the Scope of Work described above will be performed on a time and materials basis, which will include reimbursable mileage (billed at the IRS mileage rate). Monthly invoice amounts may vary, depending on assignments. However, Dopudja & Wells will not exceed the fee for the total period of the engagement without written authorization from the City of Rialto. The proposed Task 1 and 2 fees and anticipated schedules are shown in Table 1 below. Should the Utility Department restructuring result in less needs by the City from Dopudja & Wells, the proposed hours would not be billed to the City.

Task	Description	Amount (\$)	Estimated Schedule (Months)
1	Additional Interim Staffing Related to the Utility Department Reorganization	\$505,830	6
2	Project Management and Administration	\$24,680	6
	Total	\$530,510	

Note: All mileage will be billed at the current IRS rate. All sub-consulting agreements are reimbursed at cost plus 10%.

Dopudja & Wells understands the importance of this project to the City of Rialto, and we look forward to assisting the City. Please do not hesitate to contact Stephen Dopudja via email at [stephen.dopudja@dopudjawells.com](mailto:stephen.dopudja@dopudjawells.com) or at 949-842-4370 if there are any questions.

Sincerely,

Dopudja & Wells Consulting



Stephen Dopudja, P.E.  
 President/CEO  
 RCE #65187