



SEVENTH AMENDMENT TO THE SERVICES AGREEMENT

BETWEEN THE RIALTO UTILITY AUTHORITY AND DOPUDJA AND WELLS CONSULTING

1. PARTIES AND DATE.

This Seventh Amendment to the Services Agreement (“Seventh Amendment”) is made and entered into this *25th Day of November 2025*, by and between the Rialto Utility Authority (“RUA”) and Dopudja and Wells Consulting, a California Corporation, (“Consultant”). RUA and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Seventh 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.

2.2 Amendment. RUA and Consultant desire to amend the Agreement by this Seventh 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. AMENDMENT.

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 Seventh 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 Seventh Amendment in an amount not to exceed **Six Hundred Forty-Seven Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$647,365.00)**. The total compensation, including reimbursement for actual expenses, the RUA will pay Consultant pursuant to the Agreement as amended by the Seventh Amendment shall not exceed **Five Million Six Thousand Nine Hundred Twenty-Eight Dollars and Zero Cents (\$5,006,928.00)**.

3.3 Time for Performance. The time to complete the additional services included in the Seventh Amendment shall begin immediately upon the RUA Board approval of the Seventh Amendment and shall be completed by the following dates:

Task 1: Additional Interim Staffing Related to the Utility Department – 6 Months

Task 2: Cactus Basin Recharge Coordination – TBD Per San Bernardino Valley Municipal Water District (SBVMWD)

Task 3: RHNC Preliminary O&M Manual – 6-9 Months

Task 4: Project Management and Administration – 6 Months

4. MISCELLANEOUS TERMS.

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

4.2 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 Seventh Amendment.

4.3 Counterparts. This Seventh 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.

4.4 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.

4.5 Corporate Authority. The persons executing this Seventh 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 Seventh Amendment on behalf of said party, (iii) by so executing this Seventh Amendment, such party is formally bound to the provisions of this Seventh 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.

RIALTO UTILITY AUTHORITY

**DOPUDJA AND WELLS CONSULTING,
a California Corporation**

By: Tanya Williams
Tanya Williams
Executive Director

By: Stephen Dopudja
Signature

Stephen Dopudja
Name

Attest:

Chief Executive Officer
Title

By: Barbara A. McGee
Barbara A. McGee
Secretary

By: Jon Wells
Signature

Approved as to Form:

Jon Wells
Name

Burke, Williams & Sorensen, LLP

Chief Executive Officer
Title

By: Eric S. Vail
Eric S. Vail
General Counsel

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

EXHIBIT “A”

SCOPE OF SERVICES



October 1, 2025

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) understands that the City of Rialto is requesting 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

As the City searched to permanently fill the Utility Manager/Director positions, Dopudja & Wells was requested to provide additional support to the Utility Department. The City is encouraged that it has found a candidate to permanently fill the position. Dopudja & Wells will now be reducing our role as we transition responsibilities over to the permanent Utility Director. Our temporary support effort covers the period from the end of our prior amendment and is expected to occur through the end of February 2026. During this period our role will progressively decrease as we transition support over to the permanent Utility Director responsibilities. 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. We are proposing Mr. Stephen Dopudja and Mr. Jason Pivovarov will share in the primary duties of providing consulting support to the City. Additionally, the City has requested the services of Mr. John Rossi at a reduced level, to provide finance, accounting and rate study support. 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 February 2026.

Period	Hours Per Week			
	Principal (Dopudja)	Senior/ Consultant (Pivovarovoff)	Senior/ Consultant (Rossi)	Project Engineer (Wells/Connell)
Sept 2025 - Nov 2025	16	24	16	4
Dec 2025 - Feb 2026	8	20	8	4

Note: The budget also includes approximately 8% for administrative support and 1.5% for reimbursables.

Task 2. Cactus Basin Recharge Coordination

Through a multi-agency facilitative process, the City of Rialto, San Bernadino Valley Water District, West Valley Water District, Fontana Union Water District, City of Colton, County of San Bernardino and Emhart have begun exploring recharging the Rialto-Colton groundwater basin through the Cactus Basin Stormwater retention facilities. The San Bernadino Valley Water District and the County of San Bernardino Have reached several other recharge agreements at the County’s flood control facilities. The cactus basin stormwater retention facilities is the final facility for such negotiations, because of some unique challenges. Although the storm water retention facilities are the ideal location for recharging the Rialto-Colton groundwater basin, perchlorate contamination cleanup has posed challenges. The responsible parties have expressed concern that recharging in the area would potentially move the contamination plumes. However, the groundwater producers have made clear that the purpose of groundwater basins is for storage and production, over any cleanup responsibilities. The multi-agency facilitative process is preparing a framework for recharge through a series of agency workshops.

Task 3. RHNC Preliminary O&M Manual

Scheevel Engineering has been assisting Dopudja & Wells with modeling analysis for lake and system performance. Flow routing and water quality modeling have included lake hydraulics, wave action erosion potential, thermal effects, dissolved oxygen, ETo, and other water quality parameters to assist the completion of final design and permitting for RHNC. Based on the promising modeling results the United States Department of Fish and Wildlife (USFW) have requested some additional longer period simulation modeling to demonstrate temperature reductions.

Additionally, Scheevel Engineering has also assisted Dopudja & Wells with analysis, final design and operational and maintenance planning for the RHNC project. Scheevel Engineering has developed a preliminary Operations and Maintenance (O&M) philosophy and outline based on current design, staff input and consider best practices for operations of lakes and similar basins. The O&M outline was distributed and reviewed with RWS/Veolia. Based on the feedback of RWS/Veolia and the requirements of USFW, the O&M outline will be developed into a draft O&M Manual.

After discussion with the Water Subcommittee and City staff, it was determined that now was the appropriate time to have Scheevel Engineering contract directly with the City, which helps reduces cost for the City. Dopudja & Well will continue to assist with this task and coordination. However, Scheevel Engineering has submitted their separate proposal to the City.

It should also be noted that if the ongoing modeling under this effort demonstrates benefits to the Habitat Conservation Plan (HCP), beyond the City of Rialto’s current responsibilities and discharge permit, the City should consider requesting reimbursement from the HCP partners for a portion of this effort.

Task 4. 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.

EXHIBIT “B”

SCHEDULE OF COMPENSATION

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 through 4 fees and anticipated schedules are Shown in Table 1 below.

Table 1 - Fees for Services			
Task	Description	Amount (\$)	Estimated Schedule (Months)
1	Additional Interim Staffing Related to the Utility Department	\$502,110	6
2	Cactus Basin Recharge Coordination	\$57,440	TBD. Per SBVMWD
3	RHNC Preliminary O&M Manual	\$50,115	6-9 months
4	Project Management and Administration	\$37,700	6
	Total	\$647,365	

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