

**AMENDMENT NO. 4
TO AGREEMENT FOR SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **TAIT & Associates, Inc.**, a California Corporation (“Consultant”) is effective as of the 2nd day of June, 2026.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated November 16, 2021 (“Agreement”) whereby Consultant agreed to provide Design Engineering Services for Project No. SN221 – Alley/Sanitation Rehabilitation FY21-22 at Various Locations.

B. City and Consultant entered into a First Amendment to the Agreement on July 1st, 2023, to extend the term of the Agreement for an additional Fiscal Year (2023-24).

C. City and Consultant entered into a Second Amendment to the Agreement on July 1st, 2024, to extend the term of the Agreement for an additional Fiscal Year (2024-25).

D. City and Consultant entered into a Third Amendment to the Agreement on July 1st, 2025, to extend the term of the Agreement for an additional Fiscal Year (2025-26).

E. City and Consultant now desire to amend the Agreement to increase compensation for the expansion of the original scope of work and extend the term of the Agreement for an additional Fiscal Year (2026-27).

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.
 - (a) The schedule of compensation provided in Exhibit “C-1” of the agreement is amended to include services as specified in Exhibit “C-2”, attached hereto.
 - (b) Section 2.1, Contract Sum, is hereby revised to increase the Contract Sum by **Eighty-Three Thousand One Hundred Ninety-Four Dollars and Zero Cents (\$83,194.00)** (the “Contract Sum”), for expansion of the original design engineering services, unless additional compensation is approved pursuant to Section 1.10, and shall read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” included as Exhibit “C-1” and incorporated herein by this reference. The total compensation,

including reimbursement for actual expenses, shall not exceed **One Hundred Sixty-Seven Thousand Eight Hundred Thirty-Four Dollars and Zero Cents (\$167,834.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 18.”

(c) Section 3.4, Term, is hereby revised to read in its entirety as follows:

“Unless earlier terminated in accordance with Article 7 of this agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines.”

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **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 Amendment.

5. **Authority.** The persons executing this 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this 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 this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

APPROVED AS TO CONTENT:

Hye Jin Lee, Director of Public Works

Fred Galante, City Attorney

CONSULTANT:
TAIT & ASSOCIATES, INC.:

By: _____

Name: Jacob Vandervis
Title: C.O.O & Vice President

By: _____

Name: Jason Jones
Title: C.F.O

Address: 701 N. Parkcenter Drive
Santa Ana, CA 92705

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "C-2"

**TAIT & ASSOCIATES - PROPOSED ESTIMATE OF FEES
SN221 - ALLEY/SANITATION REHABILITATION FY 2021-22 VARIOUS LOCATIONS
CITY OF CHINO, CA
ALLEY RECONSTRUCTION CONVERSION - FULL REDESIGN**

BILLING RATES		278	300	230	170	128	225	165	380	TOTAL PROJECT COSTS	
WORK TASK	TASK #	PM/ PRINC.	QA/QC	Project Engineer	Designer I	Admin	Survey PM	Survey Designer	2-Man Crew	ITEM TOTALS	
										HOURS	BILLABLE
OPTION 2: ASA1A - Design Plan Updates (Full Plan and Profile Sheets)											
Topographical Ground Survey all alley/alley intersections (assumes 2 day	2	0	2	0	0	8	14	16		42	\$ 11,206
Update Profiling and Roadway Section	4	0	24	0	0	0	0	0		28	\$ 6,632
Revise Plan View Sheets to Plan and Profile	4	2	60	160	0	0	0	0		226	\$ 42,712
Update Alley Approach Grading & Labeling Details	4	1	32	20	0	0	0	0		57	\$ 12,172
Updated Specifications & Estimate	2	1	16	8	2	0	0	0		29	\$ 6,152
Additional Meetings & Coordination	8	0	8	0	2	0	0	0		18	\$ 4,320
LABOR HOUR TOTALS BY CLASSIFICATION		24	4	142	188	4	8	14	16	TOTAL LABOR COSTS	\$ 83,194

OPTIONAL TASKS											
Additional Topographical Ground Survey (assumes 2 days)	A-1	2	0	2	0	0	8	14	16	42	\$ 11,206
	A-2	-	0	-	0	0	0	0	0	0	\$ -
	SUBTOTAL	2	0	2	0	0	8	14	16	42	11,206

**Total Not-To-Exceed: \$83,194; excludes "Optional Tasks".*

CLIENT: CITY OF CHINO
PROJECT: SN211 - ALLEY/SANITATION REHABILITATION FY 2021-22 VARIOUS LOCATIONS
PREPARED BY: DWS 6/12/24, Updated by DMP 04/13/26