

**FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
ON-CALL ASPHALT PAVEMENT REPAIRS WITH
HARDY AND HARPER, INC.**

THIS FOURTH AMENDMENT TO AGREEMENT (“Fourth Amendment”) is made and entered into as of February 23, 2026, between the City of Upland, a municipal corporation (“City”), and Hardy and Harper, Inc., a California corporation (“Contractor”). City and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, the City and Contractor entered into an agreement dated July 26, 2021, for On-Call Asphalt Pavement Repairs (the “Original Agreement”);

B. WHEREAS, the Parties entered into the First Amendment to the Original Agreement on December 13, 2021 (“First Amendment”);

C. WHEREAS, the Parties entered into the Second Amendment to the Original Agreement on October 14, 2024 (“Second Amendment”);

D. WHEREAS, the Parties entered into the Third Amendment to the Original Agreement on September 9, 2025 (“Third Amendment”) (collectively, the Original Agreement, First Amendment, Second Amendment, and Third Amendment are referred to hereafter as the “Agreement”); and

E. WHEREAS, the Parties now desire to enter into a Fourth Amendment to the Agreement to increase the not-to-exceed compensation amount under the Agreement, unless otherwise modified herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, the Parties to this Fourth Amendment mutually agree as follows:

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment to Section 5 - Payment. Section 5 - Payment of the Agreement shall be amended to read as follows.

5. PAYMENT

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in the Required Documents with RFP Response Document Description (On-Call

Asphalt Pavement Repairs), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in (On-Call Asphalt Pavement Repairs) other than the scope of work to be performed, payment rates and schedule of payment are null and void. The total not-to-exceed amount for the remaining term of this Agreement shall not exceed \$250,000 unless additional payment is approved as provided in this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and the Contractor at the time City's written authorization is given to Contractor for the performance of said services.

c. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

3. Full Force. Except as amended by this Third Amendment, all provisions of the Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Fourth Amendment.

4. Electronic Transmission. A manually signed copy of this Fourth Amendment which is transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Second Amendment for all purposes.

5. Counterparts. This Fourth Amendment may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ON-
CALL ASPHALT PAVEMENT REPAIRS WITH HARDY AND HARPER, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth
Amendment on the Effective Date first herein above written.

CITY OF UPLAND
a California municipal corporation

CONTRACTOR
Hardy and Harper, Inc.
31 Rancho Circle
Lake Forest, CA 92630

DocuSigned by:
Michael Blay
ED26F9DCC3FF48A...

Michael Blay,
City Manager

DocuSigned by:
Michael Amundson
116367CE8BAA496...
By: _____
Name: Michael Amundson

Title: Vice President

Attest:

DocuSigned by:
Keri Johnson
F421A6F85BE347A...

Keri Johnson,
City Clerk

Signed by:
Kristen Paulino
47074A6F856B47B...
By: _____
Name: Kristen Paulino

Title: Corporat Secretary/CFO

Approved As to Legal Form:

Signed by:
Stephen Deitsch
9326570F6DB648E...

Best Best and Krieger, City Attorney