



## **SIXTH AMENDMENT TO THE SERVICES AGREEMENT**

### **BETWEEN THE RIALTO UTILITY AUTHORITY AND DOPUDJA AND WELLS CONSULTING**

#### **1. PARTIES AND DATE.**

This Sixth Amendment to the Services Agreement (“Sixth Amendment”) is made and entered into this 25th day of March 2025, by and between the Rialto Utility Authority, a joint powers 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 Sixth 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 UA related to engineering and as-needed support services.

2.2 Amendment. RUA and Consultant desire to amend the Agreement by this Sixth 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 Sixth 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 Sixth Amendment in an amount not to exceed **Nine Hundred Ninety-Three Thousand Once Hundred Twenty-Five Dollars and Zero Cents (\$993,125.00)**. The total compensation, including reimbursement for actual expenses, the RUA will pay Consultant pursuant to the Agreement as amended by the Sixth Amendment shall not exceed **Four Million Three Hundred Fifty-Nine Thousand Five Hundred Sixty-Three Dollars and Zero Cents (\$4,359,563.00)**.

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

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

Task 2: As-Needed and Concession Agreement Oversight Support – 12 months

Task 3: IEUA Effluent Assistance – Phase 2 Support – Per IEUA Schedule

Task 4: Wildfire Preparedness and Water Quality Addendum to the Water Master Plan – 6 months

Task 5: Project Management and Administration-12 months

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

3.6 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 Sixth Amendment.

3.7 Counterparts. This Sixth 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.

3.8 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.

3.9 Corporate Authority. The persons executing this Sixth 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 Sixth Amendment on behalf of said party, (iii) by so executing this Sixth Amendment, such party is formally bound to the provisions of this Sixth Amendment and (iv) the entering into this Sixth 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 Sixth above written.

**RIALTO UTILITY AUTHORITY,  
a joint powers authority**

By: Tanya Williams  
Tanya Williams  
Executive Director

*Attest:*

By: Barbara A. McGee  
Barbara McGee  
Board Secretary

*Approved as to Form:*

Burke, Williams & Sorensen, LLP

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

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

By: Stephen Dopudja  
Signature

Stephen Dopudja  
Printed Name

Chief Executive Officer  
Title

By: Jon Wells  
Signature

Jon Wells  
Printed Name

Chief Executive Officer  
Title

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

## EXHIBIT “A”

### SCOPE OF SERVICES



March 14, 2025

Mr. John Rossi  
Interim Utility Director  
City of Rialto  
150 South Palm Avenue  
Rialto, CA. 92376

SUBJECT: Proposal to Provide Additional Staffing Support Services

Dear Mr. Rossi,

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

Dopudja & Wells will provide additional staffing support to the City's Interim Utility Director as the City continues to conduct a search for a permanent Utility Director. This temporary support effort is expected to occur through the end of August 2025. Dopudja & Wells will control our work and the manner in which it is performed. Dopudja & Wells shall 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 Pivovarovoff will share in the primary duties of providing consulting support to the City. This work will be performed on an as-needed basis at the direction of the interim and permanent Utility Director.

##### Task 2. As-Needed and Concession Agreement Oversight Support

###### Meeting Attendance, Coordination and On-Going Staff Support

Dopudja & Wells will provide as-needed consulting support, assistance, and any attendance meetings, when requested. These may include, but are not limited to:

- Meetings for Facility/Capital Improvement Plans and Operations
- City Coordination Meetings
- City Council Meetings
- Water Subcommittee Meetings

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- Utility Commission Meetings (if needed)
- Miscellaneous/Other meetings at the request of the [City](#)

#### Review Reports and Statements

Dopudja & Wells may also be requested to provide supplemental assistance with the review of various reports and projected budgets, as needed. Reports may include, but would not be limited to, the following:

- Monthly and Annual Operations & Maintenance and Customer Service Reports
- Electrical Settlement Statements
- Quarterly Asset Management Reports to Verify conformance with the Concession Agreement Schedules A.6.3 and B.6.3
- Annual Wastewater Chemical Settlement Statement to verify conformance with the Concession Agreement Article VIII, Section 8.13, Part a.
- Annual Water Chemical Settlement Statement to verify conformance with the Concession Agreement Article XIV, Section 14.13, Part a.

#### Task 3. IEUA Effluent Assistance - Phase 2 Support

Through a multi-year collaborative process, the City of Rialto and the Inland Empire Utilities Agency (IEUA) have executed a final agreement for a fifty-year agreement for the right to divert a portion of the City's effluent to IEUA's RP-4 facility, where it will be advanced treated for injection into the local groundwater basin. With the final agreement now executed and the preliminary design report complete, IEUA is currently paying the [City](#) a reservation fee as the permitting and design of the pump station and pipeline proceeds. Under this proposal, additional support is necessary in support of IEUA's final design review, construction bidding and permitting processes. Under our previous authorizations Dopudja & Wells will continue to explore additional monetization opportunities for the remaining balance of the effluent, outside of the final IEUA agreement.

#### Task 4. Wildfire Preparedness and Water Quality Addendum to the Water Master Plan

After the recent devastation wildfires, several critical questions have been raised regarding fire protection and water system resiliency. Traditionally, water systems have been sized to meet structure fires for residences and businesses. Additionally, the reliability of the Southern California (SCE) electrical systems that power critical water infrastructure, such as pump stations, has been experiencing Public Safety Power Shutoff (PSPS) events that have reduced reliability during crucial times. Some PSPS events may now impact more than one SCE electrical circuit causing a broader interruption to electrical service. While water systems are not designed to fight high wind driven wildfire events, some improvements can be evaluated and made. This task will evaluate several key issues for the City of Rialto. These include:

- Improved coordination between all water purveyors serving the City of Rialto and the Rialto Fire Department, to better identify fire hydrant maintenance activities.
- Impacts of Southern California Edison PSPS event scenarios, including multiple circuits out of service.
- Identify critical water system facilities that are impacted by PSPS scenarios.
- Identify operational scenarios and potential mitigation measures. This will include identifying which water facilities would benefit most from permanent or mobile back-up generators.



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In addition to the wildfire efforts, recent questions have been raised regarding the ability to flush the City's water system in specific areas with dead end mains, without the presence of system blow offs or fire hydrants. This task will include an analysis of the City's water system to identify dead ends where blowoff facilities could be constructed to facilitate future flushing maintenance operations.

The findings of our analysis will be included as a separate addendum to the City's recently completed 2023 Water System Master Plan Update.

#### Task 5. 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 through 5 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             | \$465,525   | 6                           |
| 2                           | <del>As-Needed</del> and Concession Agreement Oversight Support           | \$250,000   | 12                          |
| 3                           | IEUA Effluent Assistance – Phase 2 Support                                | \$187,500   | Per IEUA Schedule           |
| 4                           | Wildfire Preparedness and Water Quality Addendum to the Water Master Plan | 55,000      | 6                           |
| 5                           | Project Management and Administration                                     | \$35,100    | 12                          |
|                             | Total                                                                     | \$993,125   |                             |

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@dopudjajawells.com](mailto:stephen.dopudja@dopudjajawells.com) or at 949-842-4370 if there are any questions.

Sincerely,

Dopudja & Wells Consulting



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

## **Exhibit “B”** **“SCHEDULE OF COMPENSATION”**



**Proposed Billing Rates Schedule (Calendar Year 2025)**

| Staff Description          | Hourly Rate (\$) |
|----------------------------|------------------|
| Principal                  | \$375            |
| Senior Project Manager     | \$325            |
| Senior Advisor             | \$385            |
| Senior Consultant          | \$355            |
| Senior Consulting Engineer | \$325            |
| Senior Project Engineer    | \$295            |
| Project Engineer           | \$275            |
| Engineer II                | \$225            |
| Engineer I                 | \$200            |
| Senior CAD Designer        | \$165            |
| Drafter                    | \$145            |
| Senior Administrative      | \$155            |
| Administrative             | \$140            |

**Notes:**

1. Outside services such as reprographics, supplies, shipping, etc. will be billed at cost plus 15%.
2. Mileage will be billed at cost at the current Federal Rate.
3. Subcontractors are billed at cost plus 10%.
4. Senior or owner's advisory, contract negotiations, expert witness or testimony support services are billed at 200% of our standard hourly rates.
5. Invoices that remain unpaid within 45 days of receipt will be subject to a finance charge of 1.5% per month.