

**FIFTH AMENDMENT TO THE SERVICES
AGREEMENT**

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

1. PARTIES AND DATE.

This Fifth Amendment to the Services Agreement (“Fifth Amendment”) is made and entered into this 13th day of August 2024, 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 Fifth 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 engineering and as-needed support services.

2.2 Amendment. RUA and Consultant desire to amend the Agreement by this Fifth 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 Fifth 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 Fifth Amendment in an amount not to exceed **Eight Hundred Forty-Four Thousand, Four Hundred Sixty Dollars and Zero Cents (\$844,460.00)**. The total compensation, including reimbursement for actual expenses, the RUA will pay Consultant pursuant to the Agreement as amended by the Fifth Amendment shall not exceed Three Million Three Hundred Sixty-Six Thousand, Four Hundred Thirty-Eight Dollars and Zero Cents (\$3,366,438.00).

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

Task 1:

- Utility Manager support – December 31, 2024
- As-Needed support – June 30, 2025

Task 2:

- Rialto Habitat Nature Center – June 30, 2025

4. MISCELLANEOUS TERMS.

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

4.3 Counterparts. This Fifth 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 Fifth 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 Fifth Amendment on behalf of said party, (iii) by so executing this Fifth Amendment, such party is formally bound to the provisions of this Fifth Amendment and (iv) the entering into this Fifth 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,
a joint powers authority**

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

By: _____
Michael Milhiser, Interim Rialto
Utility Authority Executive Director

By: _____
Signature

ATTEST:

Stephen Dopudja

By: _____
Barbara A. McGee, Rialto Utility
Authority Board Secretary

Chief Executive Officer
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Signature

By: _____
Eric S. Vail, Rialto Utility
Authority General Counsel

Jon Wells
Name

Chief Financial Officer
Title

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

EXHIBIT “A”

SCOPE OF SERVICES

TASK 1: AS-NEEDED SUPPORT SERVICES - \$600,000

- Additional Staffing Support Services during the on-going vacancy of the Utilities Manager position through December 31, 2024 - \$350,000.
- As-Needed Staffing Support Services Through June 30, 2025. - \$250,000.
 - Advise on City/RUA’s utility operations and the Concession Agreement;
 - Meeting Attendance, Coordination, and On-Going Staff Support;
 - Review of Reports; and
 - Engineering Studies and Planning Support Services.

Specifically, Consultant shall provide those services as outlined in its proposal included on the following pages.



August 6, 2024

Tanya Williams
Interim 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 Manager Vacancy

Dopudja & Wells will provide additional staffing support as the City continues to conduct a search for a new Utility Manager. As discussed, this temporary support effort is expected to occur through the end of 2024. 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 Pivovarov will share in the primary duties of providing consulting support to the City.

Task 2. As-Needed 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

- 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.

Proposed Fee and Schedule

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 as follows:

Task 1 - Additional Interim Staffing Support Related to the Utility Manager Vacancy

Proposed Fee and Schedule: \$350,000 through December 31, 2024

Task 2 - As-Needed Support

Proposed Fee and Schedule: \$250,000 through June 30, 2025

Tanya Williams
August 6, 2024
Page 3

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.dopudj@dopudjawells.com or at 949-842-4370 if there are any questions.

Sincerely,

Dopudja & Wells Consulting

A handwritten signature in blue ink, appearing to read "Stephen Dopudja", with a long horizontal flourish extending to the right.

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

SAD

Task 2: Rialto Habitat Nature Center Supplemental Design Services - 244,460

The following tasks comprise the additional scope of work required to complete final design for the Rialto Habitat Nature Center Project:

- Update Civil and Mechanical Plans
- Final design for electrical , instrumentation and controls
- Lake flow routing, temperature, and water quality modeling
- Coordinate a preliminary outline of operation and maintenance plan with RWS/Veolia staff
- Regulatory agency support, permits, and operational agreements
- Project Management

Specifically, Consultant shall provide those services as outlined in its proposal included on the following pages.



July 16, 2024

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

SUBJECT: Proposal for Additional Final Design Consulting Services for the Rialto Habitat Nature Center Project.

Dear Ms. Williams,

Dopudja & Wells Consulting (Dopudja & Wells) appreciates the opportunity to support the City of Rialto for the design of the Rialto Habitat Nature Center (RHNC). Based on recent project developments and feedback received from regulatory agencies, changes to the site improvement plans are necessary. Dopudja & Wells submits this proposal for additional consulting services necessary to complete final design and incorporate additional project features in response with regulatory agency feedback. The following letter proposal presented below is the proposed amendment to the final design Scope of Work, along with the Proposed Fee, and Schedule to support this request.

Summary of changes include:

- Perform additional survey and topographical services necessary for the proposed plan additions.
- Additional design services and modeling to improve flow routing through the lake and design modifications to avoid water quality issues when project water is comingled with the existing plant effluent and discharged to the Rialto Channel.
- Perform final design for electrical and instrumentation for the package discharge pumps station, flow control valving, and community center.
- Water quality modeling for dissolved oxygen and lake water temperature to determine if the RHNC can support downstream environmental benefits based on feedback received from regulatory agencies.
- Develop a project operational philosophy and maintenance manual outline.
- Support continued consultation with regulatory agencies to final CEQA, obtain project permits, and negotiate agreements required for project implementation and maintenance.

Scope of Work

The following tasks comprise the additional scope of work required to complete final design for the Rialto Habitat Nature Center Project.

Task 1. Update Civil and Mechanical Plans

In recent months, the Dopudja & Wells' team members field investigated the location of the existing effluent pipeline to collect field data required for the design of the inlet and outlet diversion structures. These structures will divert flow from the existing effluent line into the RHNC, when discharged from the RHNC the water will then be pumped and comingled with the existing plant effluent line prior to being discharged to the Rialto Channel. These structures are critical to the overall operation of the project and will be coordinated with site

improvements. Inlet supply piping to the lake will also be modified to increase flow control and operational flexibility when filling the lake to support healthy habitat and water quality.

Recent development in the prior efforts resulted in changed conditions to the current site improvement plans. Task 1 includes the following design services associated with the latest changes to the site improvement plans:

- Complete final design for flow routing improvements and inlet and outlet diversion structures. Incorporate results from the flow routing and performance modeling to mitigate water quality and dissolved oxygen issues prior to project water being discharged to the Rialto Channel. Perform associated survey, geotechnical, civil, structural, and mechanical design services to update the Civil and Mechanical Plans.

Dopudja & Wells will update the final plans as necessary and provide final stamped and signed plans for the Lake Rialto Project.

Task 1 Deliverables: Plans will be updated to reflect proposed modifications for improving flow routing through the lake and associated facilities. Submit updated 90%, 100% Plans and final stamped/signed plans.

Task 2 Final Design for Electrical, Instrumentation and Controls

A T.E.E.M Electrical is assisting Dopudja & Wells in preparing final design for the electrical, instrumentation, and integration necessary for the RHNC project. Final design will be provided for the Community Center building, flow control facilities, discharge pump station, and associated instrumentation devices. Feedback provided by city staff and Veolia will be incorporated into the final design and integration of project operations and controls with the existing wastewater treatment plant system.

Task 2 Deliverables: Prepare and submit Plans for Electrical, Instrumentation, and Controls. Submit updated 90%, 100% Plans and final stamped/signed plans.

Task 3 Lake Flow Routing and Water Quality Modeling

Scheevel Engineering is assisting Dopudja & Wells with analysis, final design and operational and maintenance planning for the RHNC project. Scheevel Engineering will perform a detailed review of the design drawings and technical specifications, provide detailed design reviews and advanced modeling analysis for lake and system performance. Flow routing and water quality modeling will include lake hydraulics, wave action erosion potential, thermal effects, dissolved oxygen, ETo, and other water quality parameters to assist the completion of final design for RHNC. Dopudja & Wells will work with Scheevel Engineering to update the final plans as necessary and provide final stamped and signed plans for the Lake Rialto Project.

Task 3 Deliverables: Prepare and submit updated Plans to reflect hydraulic flow routing and water quality improvements from advanced modeling results.

Task 4 Prepare Operation and Maintenance Plan

Scheevel Engineering is assisting Dopudja & Wells with analysis, final design and operational and maintenance planning for the RHNC project. Scheevel Engineering will use the information from all tasks to develop a preliminary Operations and Maintenance (O&M) philosophy and plan based on current design, staff input and consider best practices for operations of lakes and similar basins. The plan will use data and information from all tasks to outline general practices to maximize lake performance and minimize O&M costs and resources. The plan outline will consider flow routing, phased operations, filling and draining scenarios, emergency operations, level and flow scenarios, maintenance requirements, inspection protocols, monitoring procedures, and resource demand analysis.

Scheevel Engineering will develop a draft and final operational philosophy and O&M manual outline that will be used to develop future comprehensive operational and control manuals to be used by operators and managers to operate and maintain the RHNC. The O&M manual outline will include a general description of modes of operation and standard operating procedures.

Task 4 Deliverables: Prepare and submit an operational philosophy and operational and maintenance plan outline. O&M manual will be developed following completion of task 4 and part of a separate effort.

Task 5 Regulatory Agency Support, Permits, and Operational Agreements

In February 2024, the City released the environmental documents for RHNC in accordance with the California Environmental Quality Act (CEQA). Upon completion of public comment, the City received a comment letter from the California Department of Fish and Wildlife (CDFW). CDFW submitted comment as a Responsible Agency under CEQA and requested further consultation with the City to discuss jurisdiction over conservation, protection, and management of fish, wildlife, native plants, and habitat necessary for biologically sustainable population adjacent and downstream to the RHNC. CDFW recommended that City consult with the CDFW and provide additional information and analyses necessary to revise and update the City's CEQA compliance document. Since February 2024, the Dopudja & Wells has conducted three consultations with CDFW and United States Fish and Wildlife Service (USFWS). Based on regulatory feedback received to date, ongoing discussion will be required to develop and negotiate project related permits and implementation agreements for long-term operation and maintenance of the RHNC.

Task 5 Deliverables: Assist with ongoing consultation with the CDFW and USFWS, obtain required construction permits, and operational agreements for long-term maintenance in accordance with regulatory requirements. City will be responsible permit filing fees.

Task 6 Project Management

Dopudja & Wells and our team members will provide overall project management to ensure that the additional project activities are coordinated and remain on budget and schedule.

Task 6 Deliverable: Perform project coordination and reviews for final design and preparation of bidding documents.

Proposed Fee and Revised Total Project Budget

The tasks in the Scope of Work described above will be performed on a time and materials basis, with the total fee not to exceed \$244,460.00. The task-level details of this fee are provided in Attachment A. Dopudja & Wells will not exceed the fee shown in Attachment A without written authorization from the City of Rialto.

Schedule

Dopudja & Wells anticipates that all of the tasks described in the Scope of Work can be provided within 16 weeks from notice to proceed. Completion of final design for the Lake Rialto Project is anticipated by November 2024.

Dopudja & Wells understands the importance of this project to the City of Rialto, and we thank you for the opportunity to partner to ensure project success. Please do not hesitate to contact Stephen Dopudja at 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

Exhibit “B”

BILLING RATES SCHEDULE



Proposed Billing Rates Schedule (Calendar Year 2024)

Staff Description	Hourly Rate (\$)
Principal	\$345
Senior Project Manager	\$325
Project Manager	\$305
Senior Advisor	\$355
Senior Project Engineer	\$285
Project Engineer	\$255
Engineer II	\$225
Engineer I	\$185
Senior CAD Designer	\$165
Drafter	\$145
Admin/Office Work	\$130

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.