

FOURTH AMENDMENT TO THE SERVICES AGREEMENT

BETWEEN THE RIALTO UTILITY AUTHORITY AND DOPUDJA AND WELLS CONSULTING

1. PARTIES AND DATE.

This Fourth Amendment to the Services Agreement (“Fourth Amendment”) is made and entered into this 14th day of May, 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 Fourth 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 Fourth Amendment to include additional tasks for the project as set forth in “Exhibit A”, to extend the term of the Agreement, 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 First 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 First Amendment in an amount not to exceed **Three Hundred Twenty-Five Thousand Seven Hundred Fifty Dollars and Zero Cents (\$325,750.00)**. The total compensation, including reimbursement for actual expenses, the RUA will pay Consultant pursuant to the Agreement as amended by the First Amendment shall not exceed One Million Two Hundred- Eight Thousand, Eighty-Six Dollars and Zero Cents (\$1,208,086.00).

3.3 Time for Performance. The time to complete the additional services included in the First Amendment shall begin immediately upon the RUA Council’s approval of the First Amendment and shall be completed within thirty (30) days of its approval.

4. MISCELLANEOUS TERMS.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

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

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

By: Stephen Dopudja
Signature

Stephen Dopudja
Name

Chief Executive Officer
Title

By: Jon Wells
Signature

Jon Wells
Name

Chief Financial Officer
Title

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

EXHIBIT “A”

SCOPE OF SERVICES

Consultant shall provide as-needed staffing support services through December 31, 2024 for a not to exceed amount of \$325,750.00.

Additional Scope of Services Includes:

- Advise on City/RUA’s utility operations and the Concession Agreement.
- Meeting Attendance, Coordination, and On-Going Staff Support.
- Review of Reports
- Engineering Studies and Planning Support Services

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



April 29, 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 interim consulting support services, as the City continues to conduct a search for a new Utility Manager. As discussed, this temporary support effort could occur through the third quarter of 2024. To ensure clarity, our proposed consulting services are in support of staff and in no way are we serving in a City staff role or supervisory capacity. Any City staff will continue to be supervised by other City staff and not by our firm. Our role will continue to be solely consulting support, with no supervisory capacity, nor will we be serving in an Interim Utility Manager role. We are proposing Mr. Stephen Dopudja and Mr. Jason Pivovarov will share in the primary duties of providing consulting support to the City.

Scope of Work

Task 1. 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

The tasks in the Scope of Work described above will be performed on a time and materials basis, with a monthly average of approximately \$65,150 per month, which includes a reimbursable mileage estimate of approximately \$1,450 per month (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.

Schedule

Dopudja & Wells is ready to start immediately and understands that this effort is anticipated to conclude by September 30, 2024, or sooner. However, the monthly support amount may also conclude early, should the position be permanently filled earlier than anticipated.

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

Sincerely,

Dopudja & Wells Consulting



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

SAD

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.