

**SIXTH AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO  
AND  
WEST YOST ASSOCIATES**

**1. PARTIES AND DATE.**

This Sixth Amendment to the Professional Services Agreement ("Sixth Amendment") is made and entered into this *June 28, 2016*, by and between the City of Rialto ("City") and *West Yost Associates*, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Sixth Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *October 8, 2013*, ("Agreement"), whereby Consultant agreed to provide professional services to the City related to *the Administrative Oversight and Professional Engineering Support Services Associated with the City of Rialto Concession Agreement with Rialto Water Services*.

2.2 Amendment. City and Consultant entered into that certain First Amendment to the Professional Services Agreement dated *January 14, 2014*, ("First Amendment"), whereby Consultant agreed to provide professional services to the City related to Technical Support to the Emhart Perchlorate Treatment Remedy, increasing compensation by \$29,659.00.

2.3 Amendment. City and Consultant entered into that certain Second Amendment to the Professional Services Agreement dated *September 9, 2014*, ("Second Amendment"), whereby Consultant agreed to increase the scope of services and increase the compensation for the Agreement by \$163,038.50.

2.4 Amendment. City and Consultant entered into that certain Third Amendment to the Professional Services Agreement dated *April 28, 2015* ("Third Amendment"), whereby Consultant agreed to increase the scope of services and increase the compensation for the Agreement by \$706,563.00.

2.5 Amendment. City and Consultant entered into that certain Fourth Amendment to the Professional Services Agreement dated *July 14, 2015*, ("Fourth Amendment"), whereby Consultant agreed to increase the scope of services and to increase the compensation for the Agreement by \$25,762.

2.6 Amendment. City and Consultant entered into that certain Fifth Amendment to the Professional Services Agreement dated *January 12, 2016*, ("Fifth Amendment"), whereby Consultant agreed to increase the scope of services and to increase the compensation for the Agreement by \$471,860.

2.7 Amendment. City and Consultant desire to amend the Agreement by this Sixth 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 by \$448,364.

### **3. TERMS.**

3.1 Description. The following paragraph is hereby added to Section 1 of the Agreement:

“The additional services to be provided pursuant to this Sixth Amendment to the Agreement are more particularly described in “Exhibit A”, attached hereto and incorporated herein by this reference.”

3.2 Scope of Work. The following paragraph is hereby added to Section 2 of the Agreement:

“Consultant’s scope of work for the additional services included in this Sixth Amendment to the Agreement is described on “Exhibit A”, attached hereto and incorporated herein by this reference.”

3.3 Payment Terms. The following paragraph is hereby added to Section 3 of the Agreement:

“Consultant shall be compensated for the additional services included in the Sixth Amendment to the Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, which shall not exceed \$658,406.00 (*Six Hundred and Fifty-Eight Thousand, Four Hundred and Six Dollars and Zero Cents*) for Fiscal Year 2016/2017. The total compensation to the amended Agreement shall not exceed \$3,452,927.50 (*Three Million, Four Hundred and Fifty-Two Thousand, Nine Hundred and Twenty-Seven Dollars and Fifty Cents*).”

3.4 Time for Performance. The following paragraph is hereby added to Section 4 of the Agreement:

“The additional services included in the Sixth Amendment to the Agreement as set for in “Exhibit A”, attached hereto and incorporated herein by this reference, shall begin immediately upon the City Council’s approval of the Third Amendment and shall be completed within the timelines delineated in “Exhibits A, B and C”. ”

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.

SIGNATURES ON NEXT PAGE

**IN WITNESS THEREOF**, the parties have caused their authorized representative to execute this agreement on the 28th day of June, 2016.

**CITY OF RIALTO**

**NAME OF VENDOR**

By: \_\_\_\_\_  
Deborah Robertson  
Mayor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

*Attest:*

By: \_\_\_\_\_  
Barbara McGee  
City Clerk

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

*Approved as to Form:*

By: \_\_\_\_\_  
Fred Galante  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **General Scope of Work:**

Consultant shall provide professional services pursuant to this Agreement to provide on-call administrative oversight and professional engineering support services associated with the City of Rialto Concession Agreement with Rialto Water Services, LP.

This Agreement is intended to operate as a multi-year "annual" agreement for on-call professional services, as described herein, for a 5-year period extending from the 2013/2014 through the 2017/2018 fiscal years.

The City and Consultant also agree that Consultant will exclusively be under contract with the City and no other project partners during the course of this agreement.

#### **Task 1 – Meetings**

Consultant shall attend regular bi-weekly meetings during the contract period as referenced in the Concession Agreement (*Article V Section 5.1, Part p*) for wastewater facilities and (*Article XI, Section 11.1, Part m*) for water facilities. The budget for each meeting will include travel time and anticipated follow-up or coordination tasks with City staff and the Utility Commission.

#### **Task 2 - Review Annual Reports and Budgets**

Consultant shall review the annual reports and Independent Engineer budget certifications to ensure conformance with the requirements of the Concession Agreement (*Article V, Section 5.1, Part s*) for wastewater facilities and (*Article VI, Section 11.1, Part p*) for water facilities. In addition, Consultant shall provide a financial review of the projected budgets, project retained expense, and actual revenues to determine if a rate increase may be needed.

#### **Task 3 - Review Monthly and Annual Operations and Maintenance and Customer Service Reports**

Consultant shall review the monthly and annual operations and maintenance reports to ensure conformance with the requirements of the Concession Agreement Schedules A.6.2 and B.6.2.

#### **Task 4 - Review Monthly and Annual Financial/Accounting Reports and Monthly Withdrawal Transfer Certificates**

Consultant shall review the financial and accounting reports submitted by the concessionaire per the Trust Agreement Section 10.01 for conformance with the Concession Agreement and the Trust Agreement. Consultant shall review the proposed monthly Withdrawal Transfer Certificate submitted by the Concessionaire on the 10th of each month for conformance with the Trust Agreement. Consultant shall review the actual monthly Withdrawal Certificate for conformance with the Concession Agreement and the Trust Agreement. Consultant shall verify on a monthly basis that account balances are in conformance with the Concession and Trust Agreements.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **Task 5 - Provide Quarterly Review of Asset Management Reports**

Consultant shall provide quarterly reviews of Asset Management Reports to verify conformance with the Concession Agreement Schedules A.6.3 and B.6.3.

#### **Task 6 - Conduct Inspections of Facilities**

Consultant shall conduct annual inspection of the existing facilities for conformance with the Concession Agreement (*Article V, Section 5.1, Part u*) for wastewater facilities and (*Article XI, Section 11.1, Part r*) for water facilities.

Consultant shall conduct one full-scale inspection of all the existing facilities and review the updated Baseline Facility Record for consistency and conformance with the Concession Agreement Schedule J.3.

#### **Task 7 - Review CIP Project Plans**

Consultant shall conduct a review of the annual CIP project plans submitted by the Concessionaire for conformance with the Concession Agreement (*Article V, Section 5.1, Part v, vi*) for wastewater facilities and (*Article XI, Section 11.1, Part v, vi*) for water facilities.

#### **Task 8 - Review Wastewater Chemical and Electricity Settlement Statements**

Consultant shall conduct a review of the annual Wastewater Chemical Settlement Statement to provide conformance with the Concession Agreement (*Article VIII, Section 8.13, Part a*). Consultant shall conduct a review of the annual Wastewater Electricity Settlement Statement to provide conformance with the Concession Agreement (*Article VIII, Section 8.14, Part a*).

#### **Task 9 - Review Water Chemical and Electricity Settlement Statements**

Consultant shall conduct a review of the annual Water Chemical Settlement Statement to provide conformance with the Concession Agreement Article XIV, Section 14.13, Part a. Consultant shall conduct a review of the annual Water Electricity Settlement Statement to provide conformance with the Concession Agreement Article XIV, Section 14.14, Part a.

#### **Task 10 – Project Initiation, Design Plans, Specifications, and Cost Reviews**

- A. According to the Concession Agreement, (*Article VI, Section 6.2, Part b*), the Concessionaire will provide the City the wastewater facility improvements plans and specifications for review.
  - i. Consultant shall review the plans and specifications, on behalf of the City per the Concession Agreement, for the wastewater facility improvements to determine if these documents meet the requirements set forth in Section 6.2, Parts a and b.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- ii. Consultant shall provide a review of the wastewater facility conceptual design and supporting documents as indicated in Article VI, Section 6.3, Part a (iii) of the Concession Agreement.
- iii. Consultant shall provide a review of the wastewater facility substantially complete design and supporting documents as indicated in Article VI, Section 6.3, Part a (v) of the Concession Agreement.
- B. According to the Concession Agreement, (*Article XII, Section 12.2, Part b*), the Concessionaire shall provide the City the water facility improvements plans and specifications for review.
  - i. Consultant shall review the plans and specifications for the water facility improvements, on behalf of the City per the Concession Agreement, to determine if these documents meet the requirements set forth in Section 12.2, Parts a and b.
  - ii. Consultant shall provide a review of the water facility conceptual design and supporting documents as indicated in Article XII, Section 12.3, Part a (iii) of the Concession Agreement.
  - iii. Consultant shall provide a review of the water facility substantially complete design and supporting documents as indicated in Article XII, Section 12.3, Part B (iv) of the Concession Agreement.
- C. In addition, project cost information will be reviewed based on standard industry costs to review project costs against projected CIP project budgets and identify and resolve any discrepancies. Standard industry costs will be based on costs from similar projects and RS Means data. Each review will be documented with written review comments. Consultant anticipates attending a meeting with the Concessionaire to review written comments.

#### **Task 11 - Construction Progress Meetings**

Consultant shall attend monthly construction progress meetings for the wastewater facility improvements as set forth in Article VI, Section 6.8, Part b. Consultant shall attend monthly construction progress meetings for the water facility improvements as set forth in Article XII, Section 12.8, Part b. Consultant shall conduct a one-day on-site review on the project construction activities prior to each monthly construction progress meeting.

#### **Engineering Assistance During Construction**

Consultant will provide as-needed engineering assistance services during the construction phase of the S1.1 project. Under Task 11 Consultant will provide the following services:

- Review contractor submittals. Consultant anticipates reviewing four (4) submittals, with an anticipated duration of two (2) hours for each submittal review.
- Review of contractor requests for information (RFIs). Consultant anticipates reviewing four (4) RFIs, with an anticipated duration of two (2) hours for each RFI review and response preparation.
- Preparation of Record Drawings based upon contractors markup of construction drawings.

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### Construction Observation: Digester No 1 Concrete Cap Construction, Digester Chipped Concrete Repairs, Inside Wall and Pipe Liner Installation

The City has requested the Consultant to provide construction observation during the anticipated ten (10) week construction duration of the Digester #1 concrete cap, repair of digester interior concrete damage and application of concrete liner on inner wall, pipe and miscellaneous submerged metal surfaces. The Consultant will provide:

- Construction observation(s) during concrete pouring (the total concrete to be poured is one truck load estimated pour in a single day)
- Concrete testing observation(s)
- Inspection of piping and wall after preparation for coating,
- Inspection of piping and wall after coating, and
- Final inspection.

It is estimated that a total of twelve (12) days of construction observations will occur during the construction period or as requested by the City in order to provide adequate construction oversight. Also in conjunction with above field work, the Consultant will provide following services:

- Review deputy inspector's reports
- Prepare field inspection reports
- Prepare punch list

#### Dystor Cover Installation Support

Consultant staff will provide two (2) days of support during installation and commissioning of the Dystor cover.

### **Task 12 - Progress Payments and Change Order Request Review**

- A. According to the Concession Agreement, Article VIII, Section 8.12, the Independent Engineer will review Contractor's progress payments and change order requests during the construction period. Consultant shall review the recommendations provided by the Independent Engineer on behalf of the City. Consultant shall review monthly reports submitted with each Wastewater Facility application for payment for conformance with Article VI, Section 6.8 of the Concession Agreement. This proposal assumes that no more than three change order requests will be generated during the construction period. Any additional change order requests will be reviewed under the "As-Needed Services" task.
- B. Consultant shall review monthly billing statements and supporting documentation for wastewater routine repair and replacement costs as indicated in the Concession Agreement, Article VIII, Section 8.12, Part c.
- C. According to the Concession Agreement, Article XIV, Section 14.12, the Independent Engineer will review Contractor's progress payments and change order requests during the construction period. Consultant shall review the recommendations provided by the Independent Engineer on behalf of the City. Consultant shall review monthly reports



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

submitted with each Water Facility application for payment for conformance with Article XII, Section 12.8 of the Concession Agreement.

- D. Consultant shall review monthly billing statements and supporting documentation for water routine repair and replacement costs as indicated in the Concession Agreement, Article XIV, Section 14.12, Part c.

Each review will be documented with written review comments, as needed. Consultant anticipates attending a meeting with the Concessionaire to review written comments, if necessary.

#### **Task 13 – Acceptance Testing and As-Built Plan Review Support**

- A. Consultant shall attend the Acceptance Test(s) necessary to document substantial completion for the wastewater facility as indicated in Article VI, Section 6.5, Part f of the Concession Agreement. Consultant shall attend the Acceptance Test(s) necessary to document substantial completion for the water facility as indicated in Article XII, Section 12.5, Part f of the Concession Agreement.
- B. Consultant shall provide a review of the wastewater facility “as-built” design and supporting documents as indicated in Article VI, Section 6.5, Part d of the Concession Agreement. Consultant shall provide a review of the water facility “as-built” design and supporting documents as indicated in Article XII, Section 12.5, Part d of the Concession Agreement.
- C. Consultant shall review written certifications, signed by a licensed engineer, verifying completion of the work in substantial compliance with the intent of the plans and specifications.

#### **Task 14 – Provide Monthly and Annual Executive Summary Report for City Staff and Present As-Needed**

Consultant shall develop and Executive Summary Report of Tasks 1-13 above for City and present to City Staff, Utility Commission, and City Counsel, as needed.

#### **Task 15 - Engineering Studies and Master Planning Services**

Consultant shall prepare as-needed engineering studies, master planning and regulatory related studies. These services were anticipated within the Concession Agreement and budgeted for within the Five-year Recurring CIP. These recurring projects are outlined in Schedule A.10-Wastewater Facility Improvement Description and Schedule B.9-Water Facility Description in the approved Concession Agreement.

#### **Task 16 - Provide As-Needed Services for CIP Construction Oversight**

In addition to the detailed services provided above, Consultant shall provide As-Needed CIP Construction Oversight services to the City at the rates specified in Appendix A. All as-needed services will be authorized by the City prior to execution based on a good-faith cost estimate of the services to be provided.

## **EXHIBIT “A” SCOPE OF SERVICES**

### **Task 17 - Provide As-Needed Services for CIP Implementation**

In addition to the detailed services provided above, Consultant may provide As-Needed CIP Implementation services to the City at the rates specified in Appendix A. This effort may be needed in clarifying the basis of the Concession Agreement CIP projects with the new RWS operator. All as-needed services will be authorized by the City prior to execution based on a good-faith cost estimate of the services to be provided.

### **Task 18 – Additional Meetings, Coordination and Staff Support**

The City has identified a short term need for additional support services for an interim 6-month term. This will include attendance at and/or providing support to the City for the following anticipated meetings:

- Baseline Feeder Meetings at Valley District
- Upper Santa Ana Committee
- Lytle Creek
- Basin Technical Advisory Committee
- Utility Commission Meeting
- Rialto Basin Committee
- Perchlorate Task Force
- Technical Steering Committee at Valley District
- Fontana Litigation
- CIP Bi-Weekly Meetings
- Operations Bi-Weekly Meetings
- Briefing meetings with City staff and City Council Subcommittee

In addition to attending the meetings outlined above, the City has requested as-needed effort in support of the Department Heads.

### **Task 19 – Bloomington Affordable Housing Development Support**

The Consultant has completed several studies on the capabilities of the City’s sewer collection system and wastewater treatment plant to service a proposed County of San Bernardino Regional Development project, also known as the Bloomington Affordable Housing project. This task will include a future meeting and coordination with City Staff on the studies that have been completed and to provide the staff support necessary to move forward with possible development agreements and project implementation. Services include the review of the City’s proposed fee schedules for appropriateness.

### **Task 20 – Niagara Bottling Plant Development Support**

Consultant has completed a sewer collection system analysis to review the capability of the City’s collection system to service a proposed Niagara Bottling Plant project. This task includes the completed modeling efforts, in addition to a future meeting and coordination with City Staff

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

on the analysis that has been completed and to provide the staff support necessary to move forward with possible development agreements and project implementation.

**END OF EXHIBIT "A"**

**EXHIBIT "B1"**  
**5 YEAR BUDGET - SCHEDULE OF COMPENSATION**

The fees for services outlined in Tasks 1 through 14 were based on discussion with City staff and Rialto Water Services, LP, (RWS). The City, Consultant, and RWS realize the assistance Consultant may provide is dependent on the CIP implementation schedule. A breakdown of these costs, estimated full time staff equivalents and the hourly estimates of how these costs will be allocated to our staff are included herein this Exhibit B. All parties realize the support services and budgets may vary from year to year, as needed.

The fee for services outlined in Task 15 will be established as the City and RWS determines such services are necessary.

The fees for services for Task 16 will be established as the CIP projects are implemented. During the Concession Agreement negotiations process and CIP development, each CIP project anticipated and budgeted some City oversight during construction. During discussions with the City, Consultant, and RWS, all parties agreed not all CIP projects would require Consultant's observations on behalf of the City during construction. At the time each CIP project is initiated by RWS, an appropriate budget will be established if City construction oversight is needed.

The fees for services for Task 17 will be established on a case by case basis. All parties realize that as the CIP projects are implemented, there could be opportunities where Consultant's historical perspective and expertise could provide valuable insight. At this juncture, it is difficult to estimate what this effort may entail. All parties recognize and agree this effort may fall outside the Concession Agreement CIP budgets, and the benefiting party (City or RWS) would be responsible. However, if the services provided by Consultant are value added and result in CIP cost savings, this effort could be funded from those CIP budget savings.

The 5 Year Budget follows this page.

**EXHIBIT "B1"**  
**5 YEAR BUDGET - SCHEDULE OF COMPENSATION**

<b>Task #</b>	<b>Task Description</b>	<b>2013/14 Budget</b>	<b>2014/2015 Budget</b>	<b>2015/2016 Budget</b>	<b>2016/2017 Budget</b>	<b>2017/2018 Budget</b>	<b>Total Budget</b>
1	Meetings	\$41,688.00	\$62,022.00	\$63,883.00	\$65,800.00	\$67,774.00	\$301,167.00
2	Review Annual Reports and Budgets	\$15,870.00	\$16,346.00	\$18,036.00	\$17,342.00	\$17,862.00	\$85,456.00
3	Review Monthly and Annual Operations and Maintenance and Customer Service Reports	\$13,504.00	\$18,037.00	\$18,578.00	\$54,308.00	\$19,710.00	\$124,137.00
4	Review Monthly and Annual Financial/Accounting Reports and Monthly Withdrawal Transfer Certificates	\$23,508.00	\$29,404.00	\$33,137.00	\$31,195.00	\$32,131.00	\$149,375.00
5	Provide Quarterly Review of Asset Management Reports	\$13,568.00	\$13,975.00	\$14,394.00	\$14,826.00	\$15,271.00	\$72,034.00
6	Conduct Inspections of Facilities	\$17,616.00	\$18,144.00	\$54,449.00	\$19,249.00	\$39,654.00	\$149,112.00
7	Review CIP Project Plans	\$10,344.00	\$10,654.00	\$10,974.00	\$0.00	\$0.00	\$31,972.00
8	Review Wastewater Chemical and Electricity Settlement Statements	\$7,962.00	\$8,201.00	\$8,447.00	\$8,700.00	\$8,961.00	\$42,271.00
9	Review Water Chemical and Electricity Settlement Statements	\$7,962.00	\$8,201.00	\$8,447.00	\$8,700.00	\$8,961.00	\$42,271.00
10	Project Initiation, Design Plans, Specifications, and Cost Reviews	\$101,776.00	\$104,829.00	\$281,087.00	\$0.00	\$0.00	\$487,692.00
11	Construction Progress Meetings	\$0.00	\$86,437.00	\$50,539.00	\$0.00	\$0.00	\$136,976.00
12	Progress Payments and Change Order Request Review	\$0.00	\$24,821.00	\$20,438.00	\$0.00	\$0.00	\$45,259.00
13	Acceptance Testing and As Built Plan Review Support	\$0.00	\$50,975.00	\$29,270.00	\$0.00	\$0.00	\$80,245.00
14	Provide Monthly and Annual Executive Summary Reports	\$22,965.00	\$23,654.00	\$32,314.00	\$25,094.00	\$25,847.00	\$129,874.00
15	Engineering Studies and Master Planning Services	\$0.00	\$0.00	\$140,724.00	\$0.00	\$0.00	\$140,724.00
Emhart	Engineering Studies and Master Planning Services associated with the Emhart Remedy	\$29,659.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,659.00
16	Provide As-Needed Services for CIP Construction Oversight	\$103,038.50	\$60,000.00	\$237,627.00	\$0.00	\$0.00	\$400,665.50
17	Provide As-Needed Services for CIP Implementation	\$0.00	\$0.00	\$13,133.00	\$0.00	\$0.00	\$13,133.00
18	Additional Meetings, Coordination and Staff Support	N/A	\$165,450.00	\$330,590.00	\$409,032.00	N/A	\$905,072.00
19	Bloomington Affordable Housing Development Support	N/A	\$12,400.00	\$8,348.00	N/A	N/A	\$20,748.00
20	Niagara Bottling Plant Development Support	N/A	\$9,500.00	\$25,663.00	\$4,160.00	N/A	\$39,323.00
21	Construction Management for Dystor Installation Project at Wastewater Treatment Plant	N/A	N/A	\$25,762.00	N/A	N/A	\$25,762.00
	<b>Annual Budget Total</b>	<b>\$409,460.50</b>	<b>\$723,050.00</b>	<b>\$1,425,840.00</b>	<b>\$658,406.00</b>	<b>\$236,171.00</b>	<b>\$3,452,927.50</b>

**END OF EXHIBIT "B1"**

**EXHIBIT “B2”**  
**2016/2017 FISCAL YEAR BUDGET**  
**SCHEDULE OF COMPENSATION**

The lump sum task fees are budget estimates, and the City reserves the right to reallocate budget among tasks within the annual budget estimate identified. This Agreement is intended to operate as a multi-year “annual” agreement for on-call professional services, as described herein, for a 5-year period extending from the 2013/2014 through the 2017/2018 fiscal years. The schedule of compensation identified herein this Exhibit “B” establishes the initial budget for the 2016/17 fiscal year.

**EXHIBIT "B2"**  
**2016/2017 FISCAL YEAR BUDGET**  
**SCHEDULE OF COMPENSATION**

<b>Task #</b>	<b>Task Description</b>	<b>2016/2017 Budget</b>
1	Meetings	\$65,800.00
2	Review Annual Reports and Budgets	\$17,342.00
3	Review Monthly and Annual Operations and Maintenance and Customer Service Reports	\$54,308.00
4	Review Monthly and Annual Financial/Accounting Reports and Monthly Withdrawal Transfer Certificates	\$31,195.00
5	Provide Quarterly Review of Asset Management Reports	\$14,826.00
6	Conduct Inspections of Facilities	\$19,249.00
7	Review CIP Project Plans	\$0.00
8	Review Wastewater Chemical and Electricity Settlement Statements	\$8,700.00
9	Review Water Chemical and Electricity Settlement Statements	\$8,700.00
10	Project Initiation, Design Plans, Specifications, and Cost Reviews	\$0.00
11	Construction Progress Meetings	\$0.00
12	Progress Payments and Change Order Request Review	\$0.00
13	Acceptance Testing and As Built Plan Review Support	\$0.00
14	Provide Monthly and Annual Executive Summary Reports	\$25,094.00
15	Engineering Studies and Master Planning Services	\$0.00
Emhart	Engineering Studies and Master Planning Services associated with the Emhart Remedy	\$0.00
16	Provide As-Needed Services for CIP Construction Oversight	\$0.00
17	Provide As-Needed Services for CIP Implementation	\$0.00
18	Additional Meetings, Coordination and Staff Support	\$409,032.00
19	Bloomington Affordable Housing Development Support	N/A
20	Niagara Bottling Plant Development Support	\$4,160.00
21	Construction Management for Dystor Installation Project at Wastewater Treatment Plant	N/A
<b>Annual Budget Total</b>		<b>\$658,406.00</b>

**END OF EXHIBIT "B2"**

**EXHIBIT "C"**  
**2015/2016 FISCAL YEAR BUDGET**  
**SCHEDULE OF COMPENSATION**

This Agreement is intended to operate as a multi-year "annual" agreement for on-call professional services, as described herein, for a 5-year period extending from the 2013/2014 through the 2017/2018 fiscal years.

Services shall be provided by the Consultant at the discretion of, and as required by the City.

**END OF EXHIBIT "C"**