

AMENDMENT NO. 6
To the
AGREEMENT
For
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
For the
TOWN OF PRESCOTT VALLEY,
WASTEWATER TREATMENT PLANT,
WASTEWATER COLLECTION SYSTEM, RECLAIMED WATER SYSTEM,
RECHARGE SYSTEM and WATER SYSTEMS

THIS AMENDMENT NO. 6 is hereby made and entered into this 13th day of June, 2013, between the Town of Prescott Valley, Arizona (hereinafter "Town") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI") (the Town and CH2M HILL OMI are hereinafter jointly referred to as the "Parties"). This is Amendment No. 6 to the Agreement dated effective July 1, 2008 between the Parties.

WHEREFORE, the Parties have renegotiated and revised the table listed in Article 12 Compensation, Subsection No. 1; and

WHEREFORE, the Parties desire to revise the scope of services in Article 7 as listed below; and

NOW THEREFORE, the Town and CH2M HILL OMI agree to amend the Agreement as follows:

1. Article 4, Subsection No. 5 is deleted in its entirety and replaced as follows:

"CH2M HILL OMI shall continue to clean hot spots and do routine maintenance of wastewater collection system main lines, manholes, and main line cleanouts during the current period of this Agreement, which shall be July 1, 2013 through June 30, 2014. Additionally, as part of the ADEQ Consent Judgment, CH2M HILL OMI shall provide 1.0 additional Full Time Employee ("FTE") and shall clean one-half (approximately one hundred and forty (140) miles) of wastewater collection system main lines, manholes, and main line cleanouts. This work shall begin when the Town has furnished a Vactor Truck to CH2M HILL OMI. Upon receipt of the Vactor Truck from the Town, CH2M HILL OMI has twelve (12) months to complete the approximately one hundred and forty (140) miles within the wastewater collection system main lines, manholes, and main line cleanouts. This amount shall include lines cleaned due to emergency blockage as well as lines cleaned for routine maintenance. After the initial twelve (12) months of cleaning work is completed, CH2M HILL OMI shall clean the remaining one-half (approximately an additional one hundred and forty (140) miles) of wastewater collection system main lines, manholes, and main line cleanouts for the Town in the next twelve (12) month period. In the event of emergency blockages of any collection system main lines, manholes, and main line cleanouts during, the initial 140 miles of line cleanouts that have been previously cleaned, the lines will be cleaned again. However, under no circumstances, including delayed delivery of the new Vactor Truck, shall less than 60 miles of cleaning be performed."

2. Article 6, Subsection No. 2 is hereby added to the Agreement as follows:

"2. CH2M HILL OMI shall perform inspections and data reporting to the Town on the five (5) newly constructed recharge basins making up the North Plains Recharge Facility. These tasks include: daily; weekly; monthly; quarterly; semi-annual; and annual inspections.

Several of these tasks are conditioned based upon the operating condition of the basins, and other tasks will be more frequent in the first year of operation than in future years. The first year of operation shall be July 1, 2013 through June 30, 2014. The estimated time required for completing the outlined inspections and reporting is four hundred fifty (450) hours for the first year of operation. The time required to complete inspections and reporting in subsequent years will be reassessed after the first year of operations. Attached as **Appendix I - New Basins at North Plains Recharge Facility Operational Tasks**, which is hereby incorporated herein.

The Town will be responsible for all regulatory reporting requirements however; CH2MHILL OMI will assist the Town in preparing all regulatory reports.

3. Article 7, Subsection No. 16 is deleted in its entirety and replaced as follows:

“16. CH2M HILL OMI shall participate in the meter replacement program which shall consist of replacing manual read meters with radio read type meters. The Town anticipates that approximately one thousand six hundred fifty (1,650) meters will be replaced during this contract year. CH2M HILL OMI shall install/replace these meters as part of this Agreement. Should Town decide to increase the number of replacement meters, an out of scope agreement will be executed by the parties.”

4. Pursuant to Article 12, Subsection No. 1, is deleted in its entirety and replaced as follows:

“1. The Town shall pay to CH2M HILL OMI as compensation for services performed under this Agreement Base Fees as defined below. In addition to the Base Fees, the Town shall reimburse CH2M HILL OMI monthly (or as invoiced if less frequent than monthly) for costs incurred for services identified as “reimbursable”. The Town shall pay directly all electricity costs, except for the electricity costs associated with the buildings located on Long Mesa.

See Table Below:

	Wastewater Treatment Plant and Wastewater Collection System	Reclaimed Water System	Recharge System	Town of Prescott Valley Water System	TOTALS
Base Fee	\$ 962,371.28	\$ 135,235.97	\$ 88,527.78	\$2,105,155.12	\$3,291,290.15
Electricity	Paid by Town	Paid by Town	Paid by Town	Paid by Town	
Repairs (reimbursable)	\$ 225,000.00	\$ 21,000.00	\$ 25,000.00	\$ 225,000.00	\$496,000
Water Meters (reimbursable)				\$ 500,000.00	\$500,000
Biosolids (reimbursable)	\$ 230,000.00				\$230,000
Magnesium Hydroxide (reimbursable)	\$ 40,000.00				\$40,000
TOTALS	\$1,457,371.28	\$ 156,235.97	\$ 113,527.78	\$2,830,155.12	\$4,557,290.15

All of the above listed fees shall be in effect from July 1, 2013 through June 30, 2014.”

4. Article 12, Subsection No. 2 is hereby deleted and replaced with the following:

“2. CH2M HILL OMI shall not mark-up any costs that are submitted for reimbursement except for costs that are considered to be Out-of-Scope. However, CH2M HILL OMI shall be entitled to a mark-up of fifteen percent (15%) of all reimbursement costs that exceed One Million Two Hundred Sixty-Six Thousand Dollars (\$1,266,000.00) annually.”

5. All other terms and conditions of the original Agreement effective July 1, 2008 shall remain in effect. The Parties hereby approve this Amendment No. 6, as indicated by the signatures of their authorized representatives, below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

TOWN OF PRESCOTT VALLEY

Name: Natalie L. Eldredge
Title: Vice President
Date: _____

Name: Harvey C. Skoog
Title: Mayor
Date: _____

ATTEST:

ATTEST:

Name: _____
Title: _____
Date: _____

Name: Diane Russell
Title: Town Clerk
Date: _____

APPROVED AS TO FORM:

Name: Ivan Legler
Title: Town Attorney
Date: _____

**APPENDIX I
NEW BASINS AT NORTH PLAINS RECHARGE FACILITY OPERATIONAL TASKS**

Bi-Weekly Tasks (First Year of Operation)		
Task	Description	Comments
Electrical and Control	Inspect for damage, debris, inspect vault for leaks.	Continuous.
Fence Inspection	Check conditions of fencing, gates and signs. Repair as necessary.	Continuous.
Gopher Damage	Walk around basin perimeters. Repair as necessary and mitigate gopher issue.	Continuous.
Monitoring Wells - Data Collection	Manual Read of the Electric Sounder and provide information in the weekly report.	Continuous.
Piezometers - Data Collection	Manual Read of the Electric Sounder and provide information in the weekly report.	Monthly after first year.
Day lighting Observation	Inspect the three (3) 100 foot stretches adjacent to piezometers, channel floor and channel banks. Spreadsheet Report. Report information in the Day lighting Spreadsheet Report. If Day lighting is detected, photographs will be taken to document the representative conditions and a relative descriptor will also be recorded.	Bi-Weekly after Startup Period.
Monthly Tasks		
Task	Description	Comments
Meter Vault	Check and verify the physical meter reading against Acc-Pac meters and SCADA meter readings and provide in monthly report.	Continuous - Monthly.
Mosquito Abatement	Evaluate need for mosquito abatement. If mosquito abatement is necessary, notify Town of action needed.	Continuous - Monthly.
Structures	Check monthly. Clean overflow pipes between recharge basins as necessary.	Continuous - Monthly.
Tumbleweeds	Check monthly for tumbleweeds in the recharge basins and fencing area. If abatement is needed, notify Town of action needed.	Continuous - Monthly.
Vegetation/ Weed Inspection	Check monthly for vegetation growth and weed issues in the recharge basins and fence area. If abatement is necessary, notify Town of action needed.	Continuous - Monthly.

Algae	Check monthly for algae in recharge basins. If abatement is necessary, notify Town of action needed.	Continuous - Monthly.
Water Quality	Collect water quality samples according to Aquifer Protection Permit No. P-102503 and provide in monthly report.	Continuous - Monthly.
Annual		
Task	Description	Comments
Read ATF Meters	Check physical meter reading against SCADA read and provide information in the annual report.	
Record and Report Operational Conditions and Limits	When applicable or post storm. Permit Condition 5 - detection of storm water flow in the existing in-channel CUSF; detection of effluent flow beyond terminus of the in-channel CUSF; and damage.	
Washouts	Report any washouts to Town.	
As-Needed		
Task	Description	Comments
Record and Report Equipment Failure	Permit Condition 5. Potential failure of water quantity measurement devices to accurately quantify flow (effluent discharge/delivery rates).	Work with Town to repair/replace assets upon failure
Record and Report Operational Conditions and Limits	When applicable or post storm Permit Condition 5. Exceedance of the maximum permitted water storage volume; detection of stormwater flow in the existing in-channel CUSF; detection of effluent flow beyond the terminus of the in-channel CUSF; and damage.	
Washouts	Report any washouts to Town.	
Storm Monitoring	After any significant storm event, inspect Grapevine Gulch and in-channel upstream from ATF discharge point.	
Effluent Outflow Past Terminus	Inspect the effluent flow in-channel to determine if and when effluent flow extends beyond the southern terminus of the existing in-channel. Provide report to Town of conditions.	