

AMENDMENT NO. 4
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. 4 is hereby made and entered into this 23rd day of June, 2011, 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. 4 to the Agreement dated effective July 1, 2008 between the Parties.

WHEREFORE, the Town has requested that CH2M HILL OMI maintain the same base fee as 2010-2011; and

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

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

1. Pursuant to Article 12, 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.

	Wastewater Treatment Plant and Wastewater Collection System	Reclaimed Water System	Recharge System	Water Systems, now called Town of Prescott Valley Water System
Base Fee	\$788,557.00	\$131,271.00	\$53,900.00	\$2,005,472
Electricity	Paid By Town	Paid By Town	Paid by Town	Paid by Town
Repairs**		\$21,000	\$15,000	
Wastewater Repairs	Up to \$200,000			
Water Repairs				Up to \$225,000
Water Meters				Up to \$135,000
Biosolids	Up to \$220,000			
Mag Hydroxide	Up to \$20,000			

**In regard to any the items listed in the Repairs section, CH2M HILL OMI will perform those services up to dollar limit specified herein.

2. Previously, the Town has renamed the Water Systems to the Town of Prescott Valley Water System, which shall be how the Water Systems shall be hereinafter referenced.

3. Article 12, subsection 2 is hereby deleted and replaced with the following:

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 Eight Hundred ~~Thirty-Six~~ Thirty Thousand Dollars (\$~~83600~~,000.00) annually.

4. All other terms and conditions of the original Agreement effective July 1, 2008 shall remain in effect. The Parties hereby approve this Amendment No. 4, 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: _____