

AMENDMENT NO. 5
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. 5 is hereby made and entered into this 26th day of July, 2012, 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. 5 to the Agreement dated effective July 1, 2008 between the Parties.

WHEREFORE, the Parties have renegotiated and revised the table listed Article 12 Compensation, 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 clean sixty (60) miles of wastewater collection system lines, manholes, and clean outs during the current period of this Agreement. This amount shall include lines cleaned due to emergency blockage as well as lines cleaned for routine maintenance.

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

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.

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

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	Town of Prescott Valley Water System	TOTALS
Base Fee	\$804,328.14	\$133,896.42	\$54,978.00	\$2,084,311.44	\$3,077,514.00
Electricity	Paid By Town	Paid By Town	Paid by Town	Paid by Town	
Repairs	\$225,000	\$21,000	\$20,000	\$225,000	
Water Meters				\$426,648	
Biosolids	\$230,000				
Magnesium Hydroxide	\$40,000				
TOTALS	\$1,299,328.14	\$154,896.42	\$74,978.00	\$2,735,959.44	\$4,265,162.00

All of the above listed fees shall be in effect from July 1, 2012 through June 30, 2013.

4. Article 12, Subsection No. 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 One Million One Hundred Eighty-Seven Thousand Six Hundred Forty Eight Dollars (\$1,187,648.00) 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. 5, as indicated by the signatures of their authorized representatives, below.

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**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: _____