

**AMENDMENT NO. 4  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
BLACK & VEATCH MANAGEMENT CONSULTING, LLC (CONSULTANT)**

**PROJECT NAME:  
WATER, WASTEWATER, AND STORMWATER RATE STUDY  
PROFESSIONAL CONSULTANT AGREEMENT**

**PROJECT NO. N/A**

THIS **AMENDMENT NO. 4**, made and entered into this \_\_day of July 2025, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Black & Veatch Management Consulting, LLC, hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, OWNER and CONSULTANT entered into an AGREEMENT dated December 3<sup>rd</sup>, 2019 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to updated water, wastewater, and stormwater 5-year rate model for the utility study.

**WHEREAS**, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional effort associated with updating the revenue and revenue requirement, and proposed FY 2027 – FY 2030 rates for water, wastewater, and stormwater.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 4 shall hereinafter collectively be referred to as the "AGREEMENT"; and

**WHEREAS**, funding is now available for said additional services; and

**WHEREAS**, CONSULTANT is prepared to provide said additional services identified in this Amendment.

**NOW THEREFORE**, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

**1. PROJECT SCOPE.**

This Amendment requires CONSULTANT to perform additional scope as identified in Attachment A-4.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed December 3, 2019	\$66,250.00
Amendment No. 1	\$19,530.00
Amendment No. 2	\$21,323.00
Amendment No. 3	\$23,128.00
<u>Amendment No. 4</u>	<u>\$106,857.00</u>
Revised Total Contract Amount	\$237,088.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 4 is shown in Attachment E-4 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 4 is effective upon signature of both parties.

Except as amended hereby, all terms of the AGREEMENT shall remain in full force and effect without modification or change.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

**OWNER:**

Broken Arrow Municipal Authority

By: \_\_\_\_\_  
Michael L. Spurgeon, General  
Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Black & Veatch Management Consulting,  
LLC

By: Chris Klausner  
Chris Klausner  
Associate Vice President

Date: July 2, 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_  
Secretary [Seal]

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Official's Full Name, Office

Date: \_\_\_\_\_

Approved as to form:

D. Graham Parker  
Assistant City Attorney

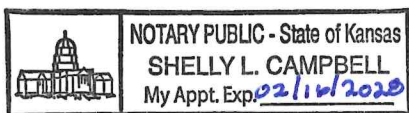
**VERIFICATION**

State of Kansas )  
 ) §  
County of Johnson )

Before me, a Notary Public, on this 2 day of July, 2025, personally appeared Chris Klausner, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: (Associate Vice President) of Black & Veatch Management Consulting, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 02/16/2028

Shelly L. Campbell  
Notary Public



**ATTACHMENT A-4  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
BLACK & VEATCH MANAGEMENT CONSULTING, LLC (CONSULTANT)  
FOR  
WATER, WASTEWATER, AND STORMWATER RATE STUDY REPORT  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. N/A**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of Amendment 4 dated the \_\_\_\_\_ day of July 2025.

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has retained their professional services in order to prepare a Cost of Service and Rate Study Report for the Water, Wastewater, and Stormwater Utilities for the City of Broken Arrow, Oklahoma.

**2.0 PROJECT SCOPE:** The Consultant shall prepare a Cost of Service Water, Wastewater and Stormwater Utilities Rate Study.

**3.0 SCOPE OF SERVICES**

**3.1.0 PROJECT INITIATION AND DATA COLLECTION:**

3.1.1 CONSULTANT shall prepare an initial request for financial and operational data and other pertinent information needs.

**3.2.0 DEVELOPMENT OF REVENUE AND REVENUE REQUIREMENTS:** CONSULTANT will project revenue and revenue requirements for the 5-year study of – FY 2026 – FY 2030 period (FY 2025 Estimated Actuals, FY 2026 Budget, FY 2027 Financial Plan) by performing the following tasks:

3.2.1 CONSULTANT will project water, wastewater, and stormwater system accounts, billed water usage and wastewater flows.

3.2.2 Based on task 3.2.1, CONSULTANT will project revenue for the 5-year study period.

3.2.3 CONSULTANT will project revenue from miscellaneous sources.

3.2.4 CONSULTANT will compile and review the data available for the capital improvement program (CIP).

3.2.5 CONSULTANT will project revenue requirements for the 5-year study period.

3.2.6 CONSULTANT will develop a cash flow analysis for each utility for the 5-year study period illustrating the difference between projected revenue under existing rates and projected revenue requirements.

**3.3.0 COST OF SERVICE ALLOCATION ANALYSIS:** CONSULTANT will estimate the net annual revenue requirements that need to be recovered from the various customer classes for each of the utilities. Specific tasks include:

3.3.1 CONSULTANT will develop the net revenue requirements to be derived from rates for a given test year.

- 3.3.2 CONSULTANT will develop an estimate of the units of service associated with each of the cost causative elements for each utility service.
  - 3.3.3 CONSULTANT will allocate the costs of service for the test year to the functional cost classifications that reflect the facilities and operations associated with each utility.
  - 3.3.4 CONSULTANT will distribute the costs to customer classes using unit costs of service applicable to all system users and class units of service to determine each class' proportional responsibility for total system costs.
  - 3.3.5 CONSULTANT will prepare a comparison of class revenues under existing utility rates with the allocated class costs of service to determine the level of cost recovery by class and in total, and to demonstrate any needed adjustments to align class revenues and allocated costs.
- 3.4.0 CALCULATION OF WATER, WASTEWATER, AND STORMWATER RATES
- 3.4.1 CONSULTANT will review existing rate structures.
  - 3.4.2 CONSULTANT will develop a schedule of cost of service rates for each utility based on allocated cost of service.
  - 3.4.3 CONSULTANT will develop a schedule of proposed rates for each utility based on practical and policy considerations.
  - 3.4.4 CONSULTANT will compare projected revenue under proposed rates with allocated cost of service by customer classification.
  - 3.4.5 CONSULTANT will perform a typical bill comparison for various customer classes to illustrate the potential impact of the recommended rates for the test year.
- 3.5.0 REPORTS
- 3.5.1 CONSULTANT will prepare a draft report that will include a discussion of all assumptions, study approach, summary of findings of the financial plan, results of the cost of service analysis, and proposed rate schedules. CONSULTANT will send an electronic version of the draft report to OWNER for review.
  - 3.5.2 It is assumed the report will reflect the findings for Water, Wastewater, Stormwater and Solid Waste & Recycling.
  - 3.5.3 Upon receipt of comments by OWNER, CONSULTANT will incorporate OWNER's comments and prepare a final report. One electronic copy will be delivered to the OWNER.
- 3.6.0 MEETINGS AND PRESENTATIONS
- 3.6.1 CONSULTANT will participate in up to two (2) virtual two-hour meeting with City staff to discuss preliminary results of Task 3.2.0 and discuss revenue adjustments.
  - 3.6.2 CONSULTANT will participate in up to one (1) virtual two-hour meeting with City staff to discuss preliminary results of Tasks 3.3.0 and 3.4.0 and obtain input.
  - 3.6.3 CONSULTANT will participate in up to one (1) virtual two-hour meeting with City staff to discuss preliminary results of Task 3.5.0 and obtain input.
  - 3.6.4 CONSULTANT will participate in one (1) meeting to review the meeting material and one (1) meeting to present the results to the City Council.
  - 3.6.5 It is assumed these meetings and presentations will take place

concurrently with the Solid Waste & Recycling Rate Study meetings and presentations.

3.7.0 RATE MODEL

3.7.1 CONSULTANT will provide the City with the financial planning and rate design models.

3.8.0 ADDITIONAL SERVICES: CONSULTANT will provide the following services upon request. Specific tasks include:

3.8.1 CONSULTANT will evaluate up to one (1) alternative water and or wastewater rate structure and provide the typical bill impact.

3.8.2 CONSULTANT will participate in up to one (1) additional virtual two-hour meeting with City staff to discuss results of Task 3.2.0 and discuss revenue adjustments.

3.8.3 CONSULTANT will participate in up to one (1) additional virtual two-hour meeting with City staff to discuss results of Tasks 3.3.0 and 3.4.0 and obtain input.

3.8.4 CONSULTANT will participate in up to one (1) additional virtual two-hour meeting with City staff to discuss the results of Task 3.5.0 and obtain input.

3.8.5 It is assumed these meetings and presentations will take place concurrently with the Solid Waste & Recycling Rate Study meetings and presentations.

**ATTACHMENT B-4  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
BLACK & VEATCH MANAGEMENT CONSULTING, LLC (CONSULTANT)  
FOR  
WATER, WASTEWATER, AND STORMWATER RATE STUDY REPORT  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. N/A**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The CONSULTANT shall prepare the following documents as described as a part of Amendment 4 dated the \_\_\_\_\_ day of July 2025.

- 1.0 DRAFT RATE REPORT:** CONSULTANT will prepare a draft report that will include a discussion of all assumptions, study approach, summary of findings of the financial plan, results of the cost of service analysis, and proposed rate schedules. CONSULTANT will send an electronic version of the draft report to OWNER for review.
- 2.0 FINAL RATE REPORT:** Upon receipt of comments by OWNER, CONSULTANT will incorporate OWNER's comments and prepare a final report. One electronic copy will be delivered to the OWNER.
- 3.0 PRESENTATION MATERIALS:** The CONSULTANT will deliver a copy of the presentation materials (powerpoint slides) to be used for the presentation of the findings of the study. The materials will be provided by the deadline set by the OWNER.
- 4.0 RATE MODEL:** At the completion of the project, CONSULTANT will provide OWNER with the Microsoft Excel based rate model.

**ATTACHMENT C-4  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)  
AND  
BLACK & VEATCH MANAGEMENT CONSULTING, LLC (CONSULTANT)  
FOR  
WATER, WASTEWATER AND STORMWATER RATE STUDY, PROJECT NO. N/A**

**COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described in Attachment C-4 and shall be made a part of Amendment 4 dated the \_\_\_\_\_ day of July 2025.

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A-4 shall be in accordance with the following payment breakdown:

<b>Water, Wastewater and Stormwater</b>	<b>Fee</b>
Project Initiation and Data Collection	6,425
Projection of Revenue and Revenue Requirements	20,604
Cost of Service Allocations	5,361
Calculation of Water, Wastewater and Stormwater Rates	3,840
Reports and Presentations	9,087
Meetings and Presentations	38,545
Direct Expenses	1,500
<b>TOTAL PROJECT FEE</b>	<b>\$85,362</b>
Additional Services	21,495
<b>TOTAL PROJECT FEE WITH ADDITIONAL SERVICES</b>	<b>\$106,857</b>

Additional Services must be approved in writing by OWNER.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

Additional services will be billed based on the Billing Rate Schedule shown below.

<b>Job Description</b>	<b>Hourly Billing Rates</b>
Admin	\$100.00
Senior Analyst	\$245.00
Consultant	\$275.00
Principal Consultant	\$340.00
Director	\$385.00



### **3.0 REPRODUCTION**

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

### **4.0 MILEAGE**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

### **5.0 DIRECT COSTS**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

### **6.0 ADJUSTMENT CLAUSE**

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D-4  
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FOR  
WATER, WASTEWATER, AND STORMWATER RATE STUDY REPORT  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. N/A**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of Amendment 4 dated the \_\_\_\_\_ day of July, 2025.

**1.0 OWNER'S RESPONSIBILITIES**

- 1.1 OWNER shall furnish to CONSULTANT all available information requested in the initial data request and any other information pertinent to the PROJECT;

**2.0 SPECIAL CONDITIONS**

- 2.1 None

**ATTACHMENT E-4  
TO  
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FOR  
WATER, WASTEWATER, AND STORMWATER RATE STUDY REPORT  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. N/A**

**PROJECT SCHEDULE**

The following schedule shall be made a part of Amendment 4 dated the \_\_\_\_\_ day of July, 2025.

The dates shown for the workshops and presentation are estimates and are subject to change based on actual progression of tasks and CONSULTANT's and OWNER's schedules.

	2025						2026			
	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.
Task 3.1.0	Initiate Project									
Task 3.2.0		Revenue Projections and Revenue Requirements								
Task 3.3.0				Cost of Service						
Task 3.4.0					Rate Design					
Task 3.5.0							Draft Report	Final Report		
Task 3.6.0		M1		M2		M3		M4		P1
Task 3.7.0									Rate Model	
Task 3.8.0			CM1		CM2		Alternative Rate Design		CM3	

	Black & Veatch Effort
M	Meetings included in scope
CM	Meetings included in contingency
P	Presentations