

**AMENDMENT NO. 9  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
BROKEN ARROW MUNICIPAL AUTHORITY  
AND  
HDR ENGINEERING, INC.**

**PROJECT NAME: WATER TREATMENT PLANT ON-CALL SERVICES**

THIS **AMENDMENT NO. 9**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the BROKEN ARROW MUNICIPAL AUTHORITY, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and HDR ENGINEERING, INC., hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, OWNER and CONSULTANT entered into an Agreement dated September 16, 2014 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to provide one year of on-call services for the Verdigris River Water Treatment Plant; and

**WHEREAS**, BAMA and ENGINEER entered into Amendment No. 1 dated November 9, 2015, to extend the on-call services through June 30, 2016, as set forth in said Agreement; and

**WHEREAS**, BAMA and ENGINEER entered into Amendment No. 2 dated August 24, 2016, to extend the on-call services through June 30, 2017, as set forth in said Agreement; and

**WHEREAS**, BAMA and ENGINEER entered into Amendment No. 3 dated November 14, 2017, to extend the on-call services through June 30, 2018, as set forth in said Agreement; and

**WHEREAS**, BAMA and ENGINEER entered into Amendment No. 4 dated October 16, 2018, to extend the on-call services through June 30, 2019, as set forth in said Agreement; and

**WHEREAS**, BAMA and ENGINEER entered into Amendment No. 5 dated June 17, 2019, to extend the on-call services through June 30, 2020, as set forth in said Agreement; and

**WHEREAS**, BAMA and ENGINEER entered into Amendment No. 6 dated June 30, 2021, to extend the on-call services through June 30, 2022, as set forth in said Agreement; and

**WHEREAS**, BAMA and ENGINEER entered into Amendment No. 7 dated July 13, 2022, to extend the on-call services through June 30, 2023, as set forth in said Agreement; and

**WHEREAS**, BAMA and ENGINEER entered into Amendment No. 8 dated July 13, 2023, to extend the on-call services through June 30, 2024, as set forth in said Agreement; and

**WHEREAS**, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to extend the on-call services from Notice to Proceed through June 30, 2025.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 9 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.**

The Scope of Services related to the additional work is the same as defined in the ORIGINAL AGREEMENT.

**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;

|                              | Contracted Amount per Fiscal Year | Amount Used per Fiscal Year | Revised Total Contract Amount |
|------------------------------|-----------------------------------|-----------------------------|-------------------------------|
| Original Contract FY 2015    | \$50,000.00                       | \$80,774.48                 | \$80,774.48                   |
| Amendment No. 1 FY 2016      | \$50,000.00                       |                             |                               |
| Amendment No. 2 FY 2017      | \$50,000.00                       | \$7,988.16                  | \$7,988.16                    |
| Amendment No. 3 FY 2018      | \$50,000.00                       | \$8,955.67                  | \$8,955.67                    |
| Amendment No. 4 FY 2019      | \$50,000.00                       | \$7,657.07                  | \$7,657.07                    |
| Amendment No. 5 FY 2020      | \$50,000.00                       | \$1,826.76                  | \$1,826.76                    |
| Amendment No. 6 FY 2022      | \$50,000.00                       | \$16,663.50                 | \$16,663.50                   |
| Amendment No. 7 FY 2023      | \$50,000.00                       | \$18,804.26                 | \$18,804.26                   |
| Amendment No. 8 FY 2024      | \$50,000.00                       | \$12,724.30*                | \$12,724.30                   |
| Amendment No. 9 FY 2025      | \$50,000.00                       | -                           | \$50,000.00                   |
| <b>Total Contract Amount</b> | <b>\$500,000.00</b>               |                             | <b>\$205,394.20</b>           |

\*Approximate based on billings through June 1, 2024.

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 9 is from Notice to Proceed to June 30, 2025.

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

This Amendment No. 9 is effective upon signature of both parties.

**5. ELECTRONIC SIGNATURES**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this AMENDMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If CONSULTANT signs this AMENDMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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

