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 |
| Total Contract Amount | \$500,000.00 | | \$205,394.20 |

^{*}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.

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

| OWNER: Broken Arrow Municipal Authority, a Public Trust | | CONSULTANT: HDR Engineering, Inc. | |
|---|---|--|--|
| By: Michael L. Spurgeon, General Manager | Ву: | Lake Bathurst, Vice President, Area Manager | |
| Date: | Date: | 08/21/2024 | |
| | (CORP | ORATE SEAL, IF APPLICABLE) | |
| Attest: | Attest: | Jenifer Rayshell | |
| Secretary [Seal] Date: | Date: | Engineering Construction Admi August 21, 2024 | |
| Approved as to form: D. Graham Parker VERIFICATION | | | |
| State of Texas) | | | |
|) § County of <u>Dallas</u>) | | | |
| Before me, a Notary Public, on August 21, 2024 Bathurst, known to be to be a Vice President / Area land to be the identical person who executed the with acknowledged to me that he/she executed the same as deed for the uses and purposes therein set forth. | <u>Manager</u> hin and f | foregoing instrument, and | |
| June 08, 2026 | RIELA MEDINA ry D - 13375783- ornyrission Expire June 06, 2026 | | |