

AMENDMENT NO. 17
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for the
CITY OF STEPHENVILLE, TEXAS

This Amendment No. 17 to the Agreement for Operations, Maintenance and Management Services for City of Stephenville, Texas dated October 1, 2006 (the "Agreement") is made and entered into this ___ day of _____ 2023 (the "Effective Date") by the City of Stephenville, Texas (hereinafter the "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"), whose address for formal notice is 6312 S. Fiddler's Green Circle, Suite 300N, Greenwood Village, CO 80111.

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

1. Paragraph D.2 of Appendix D is hereby deleted in its entirety and replaced with the following:

D.2 INDUSTRIAL WASTE DISCHARGERS

Attached to and a part of this Agreement is a listing of all industries (CIUs and SIUs) discharging into the collection system and monitored under Ordinance number 50.022.

<u>Industry Name</u>	<u>Address</u>
Superior Powder Coating	645 W. Lingleville Road
TechnipFMC	2825 W. Washington

2. Paragraph E.1.1 of Appendix E is hereby deleted in its entirety and replaced with the following:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement a Base Fee of Nine Hundred Eighty-Six Thousand Nine Hundred Two Dollars (\$986,902) which includes the Sludge Hauling Limit, Chemical Limit, and FOG costs which shall be payable in twelve monthly installments of Eighty-Two Thousand Two Hundred Forty-One Dollars and Eighty-Three Cents (\$82,241.83) for the period of October 1, 2023 through September 30, 2024. Subsequent years' base fees shall be determined as hereinafter specified.

2. Paragraph E.1.3 of Appendix E is hereby deleted in its entirety and replaced with the following:

E.1.3 The total amount CH2M HILL OMI shall be required to pay for Sludge Hauling Cost shall not exceed the annual Sludge Hauling Limit of Ninety-Eight Thousand Dollars (\$98,000). This amount will remain the same every year until the expiration of the Agreement or if both Parties agree to negotiate a new amount prior to the expiration of the Agreement. Owner will pay as additional compensation to CH2M HILL OMI any amount above the annual Sludge Hauling

Limit and CH2M HILL OMI will rebate to City any amount less the annual Sludge Hauling Limit.

3. Paragraph E.1.5 of Appendix E is hereby deleted in its entirety and replaced with the following:

E.1.5 Option 1: The total amount CH2M HILL OMI shall be required to pay for Chemical costs shall not exceed the annual Chemicals Limit of One Hundred Sixty-Two Thousand Dollars (\$162,000). This amount will remain the same every year until the expiration of the Agreement or if both Parties agree to negotiate a new amount prior to the expiration of the Agreement. Owner will pay as additional compensation to CH2M HILL OMI any amount above the annual Chemicals Limit and CH2M HILL OMI will rebate to City any amount less the annual Chemicals Limit.

This Amendment No. 17 constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated otherwise, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement shall be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Authorized signature:

Authorized signature:

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF STEPHENVILLE, TX

**Greg
Weeks**

Digitally signed by Greg Weeks
DN: cn=Greg Weeks, c=US, ou=OMFS -
South Central Region, ou=PU-011962 US
PROJECT DELIVERY - OM SVCS - US
SOUTH - GLOBAL - OM,
email=greg.weeks@jacobs.com
Date: 2023.09.18 11:43:18 -0500

Name: Greg Weeks
Title: Designated Manager
Date: 9/18/23

Name: Doug Svien
Title: Mayor
Date: _____