

AMENDMENT NO. 15
to the
AGREEMENT
for
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for the
TOWN OF HAVANA, FLORIDA

THIS AMENDMENT NO. 15 is made and entered into the ____ day of _____ 2024 (the "Effective Date") by and between the Town of Havana, Florida (hereinafter "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"), each a "Party" and collectively, the "Parties.

WHEREAS, the Parties entered into that certain Agreement for Operations, Maintenance and Management Services for the Town of Havana, Florida on October 1, 2009; and

WHEREAS, the Parties now wish to further modify the Agreement as more fully set forth herein.

NOW THEREFORE, in consideration of the mutual agreements by the Parties, Owner and CH2M HILL OMI agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Article 5.1 is hereby deleted in its entirety and replaced with the following:

5.1 The initial term of this Agreement shall be for five (5) years commencing on October 1, 2014 through September 30, 2019. Thereafter, this Agreement shall be automatically renewed for a first successive term of five (5) years from October 1, 2019 through September 30, 2024. Subsequently, this Agreement shall be automatically renewed for a second successive term of five (5) years from October 1, 2024 through September 30, 2029.

2. Paragraph B.2.3 in Appendix B, "SCOPE OF SERVICES" is hereby deleted in its entirety.

3. Paragraph E.1.1 in Appendix E, "COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA" 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 total of Two Hundred Sixty-Nine Thousand Seven Hundred Five Dollars and Eighty-Five Cents (\$269,705.85) for the period of October 1, 2024 through September 30, 2025. The parties understand and agree that the compensation denoted for the contract year listed above is a reduced base fee due to the removal of the Electricity rebateable account as Owner shall assume all responsibility for Electricity costs at the Project.

For the period of October 1, 2024 through September 30, 2025, the annual limits for Repairs, Solids Disposal, and Chemicals remain unchanged:

E.1.3 – Repairs	\$12,000
E.1.6 – Solids Disposal	\$ 5,000
E.1.10 – Chemicals	\$ 4,000

4. Paragraph E.1.2 in Appendix E, "COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA" is hereby deleted in its entirety and replaced with the following:

E.1.2 Changes in the Base Fee shall be negotiated annually, three (3) months prior to anniversary of the effective date hereof. Base Fee adjustments shall be negotiated using Labor & Benefits, Chemicals, Sludge Hauling, Repairs and Other Direct Costs as the basis of adjustment for base fee. Owner and CH2M HILL OMI agree that good faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and CH2M HILL OMI fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown in Appendix E.3. In the event that Owner and CH2M HILL OMI fail to agree on any single

component listed above, the Base Fee adjustment formula shown in Appendix E.3 may be utilized to effect the change.

5. The parties understand and agree that invoice #351241CH0CY21R in the amount of \$17,569.29 is being forgiven by CH2M HILL OMI.

Unless specifically set forth herein, all terms and conditions of the Agreement remain in full force and effect. This Amendment No. 15, together with all previous amendments and the Agreement supersede all prior oral and written understandings between the Parties and represent the entire agreement between the Parties with respect to the subject matter set forth herein. Neither this Amendment nor the Agreement may be modified except in writing, signed by an authorized representative of the Parties.

The Parties indicate their approval of this Amendment by their signature below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC**



Kyle Holder
Title: Geographic Director of Operations
Date: 7/17/2024

TOWN OF HAVANA, FLORIDA



Timothy Loughmiller Jr.
Title: Mayor
Date: 6/30/2024