

NINTH AMENDMENT
TO
MASTER PROFESSIONAL SERVICES AGREEMENT

HDR Engineering, Inc. ("HDR") and Seven County Infrastructure Coalition ("Coalition") hereby enter into this Ninth Amendment (this "Amendment") to the Master Professional Services Agreement by and between them dated November 9, 2018, including all previous amendments thereto (collectively, the "Agreement"). This Amendment to the Agreement is entered into and effective by and between HDR and the Coalition as of this **18th** day of **May, 2021** (the "Effective Date").

WHEREAS:

The parties desire to amend the Agreement in order to amend the following provisions of the Agreement as herein provided:

SECTION III COMPENSATION
SECTION VI OPERATIONS, MAINTENANCE AND COMMERCIAL SERVICES.

NOW, THEREFORE, ENGINEER and COAILITION do hereby agree as follows:

1. The Agreement is hereby amended as follows, effective as of the Effective Date:

SECTION III COMPENSATION

SECTION III COMPENSATION that was added to the Agreement by Amendment 8 is hereby deleted in its entirety and replaced with the following:

"Compensation for ENGINEER's Services for all task orders shall be \$10,975,537/.60 in accordance with the response submitted by the ENGINEER to the Coalition on November 1, 2018, and the Coalition only owes compensation for ENGINEER's services as set forth in the respective task orders including any and all change orders/amendments to such task orders."

Section VI: Operations, Maintenance, and Commercial Planning Services that was added to the Agreement by Amendment 3 and revised under Amendment 4 and Amendment 6 is hereby deleted in its entirety and replaced with the following:

"HDR shall provide Operations, Maintenance, and Commercial Planning Services. Operations, Maintenance, and Commercial Planning Services shall be performed under one or more Task Orders (and any change orders/amendment thereto) as described in Section I Project Task Order. Compensation for HDR's Services for Operations, Maintenance, and Commercial Planning Services shall be in addition to the Compensation Stated in Section III Compensation, but for each Task Order shall not exceed the amount stated for that Task Order, including in any and all change orders/amendment to such Task Orders. The total fee for Operations and Maintenance and Commercial Planning Phase I services shall not exceed \$65,100. The total fee for Operations and Maintenance Planning Phase 2 services shall not exceed \$130,824. 00.

1. The COALITION only owes compensation for HDR's services under the Agreement as set forth in the respective task orders, including all change orders/amendments to such task orders.
2. Except as set forth above, the Agreement remains in full force and effect by and between HDR and the Coalition.
3. This Amendment may be executed by the parties in multiple counterpart copies delivered via email or facsimile transmissions of the parties. A party's electronic signature or the image of a party's manual signature on any such counterpart shall constitute an original and effective signature to this Amendment for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

SEVEN COUNTY INFRASTRUCTURE COALITION
("COALITION")

By: _____

By: _____

Title: Sr. Vice President/Area Manager

Title: Executive Director

Date: _____

Date: _____