

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
JACOBS ENGINEERING GROUP INC.  
FOR  
FUTURE BOND PROGRAM PROJECT PLANNING**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Jacobs Engineering Group Inc., (CONSULTANT);

**WITNESSETH:**

WHEREAS, OWNER intends to develop a project list for a future bond program (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. CONSULTANT and OWNER agree CONSULTANT'S SERVICES performed under this AGREEMENT are performed as an independent contractor. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents.

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay CONSULTANT within 60 days of receipt of invoices in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

**ARTICLE 7 - STANDARD OF CARE**

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the

prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect in the same locality of performance of these SERVICES at the time of performance of these SERVICES (STANDARD OF CARE). CONSULTANT is obligated to perform SERVICES in accordance with the foregoing STANDARD OF CARE with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT. If the SERVICES provided hereunder do not conform to the foregoing STANDARD OF CARE and the same is reported to CONSULTANT by OWNER in writing promptly after recognition thereof and no later than 12 months following completion of the SERVICES, Consultant shall, at no cost to OWNER, re-perform the SERVICES as necessary to eliminate the nonconformity as soon as reasonably possible after receipt of such report from OWNER.

## **ARTICLE 8 - LIABILITY**

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to the CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

## **ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person, \$1,000,000 for each accident and \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held

responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

#### **ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

#### **ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

#### **ARTICLE 13 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by or provided by CONSULTANT or OWNER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER OR CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation by OWNER or CONSULTANT for anything other than the specific purpose intended for the PROJECT will be at the party's sole risk and without liability or legal exposure to the other party.

#### **ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

#### **ARTICLE 15 - TERMINATION**

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

#### **ARTICLE 16 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-

performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

#### **ARTICLE 17 - WAIVER**

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

#### **ARTICLE 19 - INTEGRATION**

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

#### **ARTICLE 21 - ASSIGNMENT**

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

#### **ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

#### **ARTICLE 23 - COMPLETION**

CONSULTANT shall complete the SERVICES within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

## **ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that he:

24.1.1 Has complied, and shall at all times during the term of this AGREEMENT, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and

24.1.2 Has properly maintained, and shall at all times during the term of this AGREEMENT, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

24.1.4 Has required, and will at all times during the term of this AGREEMENT, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this AGREEMENT, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

24.2 Consultant will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney’s fees) demands, claims, actions, causes of action, liabilities, suits, damages to the extent caused by Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

## **ARTICLE 25 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow  
485 N. Poplar Avenue  
Broken Arrow, OK 74012  
Contact: Mr. Charlie Bright, P.E.  
Special Projects Division Manager

CONSULTANT: Jacobs Engineering Group Inc.  
401 South Boston, Suite 330, Tulsa, OK 74103  
918.921.6050

Contact Name: Luke Lenard, PE  
Project Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

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IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Jacobs Engineering Group Inc.

By: Jennifer Henke Kassa  
Jennifer Henke Kassa, Business  
Vice President

Date: 02/14/2024

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Official's Full Name, Office

Date: \_\_\_\_\_

Approved as to form:

D. Graham Parker 2/15/2024  
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 14th day of February, 2024, Year, personally appeared Jennifer Henke Kassa, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Jacobs Engineering Group Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:  
12-02-2027

Amanda M. George  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
JACOBS ENGINEERING GROUP INC.  
FOR  
FUTURE BOND PROGRAM PROJECT PLANNING**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the 20<sup>th</sup> day of February 2024.

**1.0 PROJECT UNDERSTANDING**

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to assist the OWNER to establish a list of projects for inclusion in the 2026 bond program. Jacobs will provide the OWNER with experts in a variety of disciplines to help program, evaluate, estimate, and provide guidance for projects such as parks, trails, roadways, water/sewer, buildings and more. The project will be completed in two phases. Phase 1 will include kick off meeting, staff workshops, evaluating the projects delivered by OWNER to CONSULTANT, understanding of the programs of the various projects, and providing high level cost estimates. Phase 2 of the project will refine the list of projects from Phase 1 based on the highest priority, provide concepts to refine the cost estimates, and provide high level programming summary for the projects that will be used to present to the various stakeholders.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$ 449,317.00) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

**2.0 PROJECT SCOPE**

- 2.1 The scope of this project is for CONSULTANT to assist OWNER with determining projects to include and planning for a 2026 bond program.
- 2.2 CONSULTANT shall provide high level cost estimates (similar to AACEI Class 4) for projects to assist OWNER with prioritizing the projects for inclusion in the bond program.
- 2.3 CONSULTANT shall participate in public meetings to receive and include feedback in project prioritization.
- 2.4 The project will be completed in two phases. The scope of Phase 1 is for

CONSULTANT to receive a list of approximately 250 projects with high level project summaries from the OWNER and assist OWNER in developing a list of prioritized projects. The scope of Phase 2 will include providing more detailed cost estimates, renderings, and several public engagements to assist OWNER with providing information to the public and gain support for the bond program.

### 3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
  - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
  - 3.1.2 Meet with the Owner in a Kickoff Meeting in order to determine project criteria, requirements, expectations, and other critical features of the Project such as project schedule and milestone dates.
  - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
- 3.2 Phase 1 Scope:
  - 3.2.1 Set Goals and Objectives. Roles and responsibilities are clearly defined, overall goals and objectives are defined, and the work plan is finalized. Scheduling and coordination of project tasks is initiated, and project parameters are established to provide a basis for the projections and decision making throughout the project. A formal request for information will be submitted from CONSULTANT to OWNER to assemble the necessary information required for CONSULTANT to understand the projects, OWNER objectives, building plans, site plans, and other applicable documents.
  - 3.2.2 Facility Assessment. CONSULTANT will perform physical facility and site assessments using two processes of Space Utilization Analysis and Condition Assessment.
  - 3.2.3 Space Utilization Analysis. A space inventory will be established for all existing elements that are part of the effort. This inventory will primarily be based on information provided by OWNER. From the information provided, CONSULTANT will analyze the profiles of existing conditions and characteristics as well as current occupancy by department, function, and space type. An inventory database will be adjusted to reflect the “status-quo” of the current organization as well as the location and space assignment per department or function within a particular site. During our scheduled site/facility tours, the team will verify the information provided, usage and appropriateness. This key first step establishes the baseline information for the planning effort.
  - 3.2.4 Condition Assessment. A condition assessment augments the space utilization analysis by associating the physical conditions of each space with the common source of information (i.e., the inventory database). Actual data gathering for the BCA is accomplished through field observations, review of maintenance documentation, as well as interviews with key facilities personnel. CONSULTANT approach to the facilities condition assessment is focused on generating the information needed for the purpose of developing the facility master plan.



- 3.2.5 Space Needs Assessment and Site Programming. A web-based investigative questionnaire and on-site work sessions are employed to collect and test the following organizational information: Overall, macro-level information regarding existing organization, operations, vision, image, growth, and change is collected from key decision-makers; Mission, personnel forecast, operational relationships, workflow, support space needs and related information is collected and tested during interviews and work sessions with key departmental representatives; Building support and amenity space is collected through work sessions with administrators, operators, or other knowledgeable employees; Technology needs that link individuals, groups and information sources are collected, tested and developed.
- 3.2.6 Department Interviews: Interviews may include staff, directors and other departmental representatives in the development of options and opportunities for the facilities as well as community leaders as appropriate. This step includes on-site workshops and options development.
- 3.2.7 On-site Workshops. These sessions will begin in the morning and last through the day. Focused sessions will be held that will allow maximum interaction for short intense periods for each of the participants. From these sessions, key ideas and concerns will be identified and discussed to determine appropriate solutions.
- 3.2.8 Options Development. From the work sessions held at OWNER office, options will be developed for either the renovation of the facility, high level programming for a site, modernization of a facility, or the acquisition or construction of a new facility or site. Each of these options will be analyzed against the following items for scope and preliminary costs: Assess the adequacy of current space usage (i.e., location, sizing, proximity of occupants to primary job responsibilities, spatial distribution between organizational units, etc.) within the facility including an analysis of the capacity to accommodate projected staff or activity growth; Assess the compatibility of facility usage with current vicinity land use and zoning; Summarize the overall suitability of the facilities and sites to support proposed changes and improvements and the economic analysis; The evaluation of existing facility reuse potential will include a redistribution of space that would enhance the safety, efficiency, or reliability of current and future operations. Proposed space redistribution shall be reasonably cost effective to implement. Blocking plans will be prepared, which reflect the proposed space redistribution alternatives; Additionally, from this planning scenario, CONSULTANT will establish a list of projects that will be evaluated, prioritized, and estimated at a high level. This will establish a path forward with the OWNER.
- 3.2.9 Cost Estimates. CONSULTANT will provide high level cost estimates with the intent to establish preliminary budgets to guide the decision-making projects for the next phase.
- 3.2.10 Prioritization Matrix. CONSULTANT will assist OWNER to establish a list of projects for the upcoming bond program in 2026. The intent is to assist the city with the tools to establish a list of projects that are deemed the highest priority for the community and the Staff. The Project Manager will work with OWNER staff to establish a tailored prioritization matrix that can include criteria such as cost, growth areas, safety, specific needs and

more.

3.2.11 Public Engagement. OWNER expects public involvement in the overall process of educating, soliciting feedback, and helping prioritize the list of potential projects. CONSULTANT shall work with city and stakeholders conduct focus groups to assist in the planning and programming. CONSULTANT will work with the City to initiate and receive public involvement in the planning and programming of the various facilities. It is anticipated CONSULTANT will attend up to 3 public engagement sessions as a part of this phase.

### 3.3 Phase 2 Scope.

3.3.1 The scope of Phase 2 will include providing more detailed cost estimates, renderings, and several public engagements to assist OWNER with providing information to the public and gain support for the bond program.

3.3.2 This phase will be fully defined at the end of Phase 1.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
JACOBS ENGINEERING GROUP INC.  
FOR  
FUTURE BOND PROGRAM PROJECT PLANNING**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 20<sup>th</sup> day of February 2024.

- 1.0 PROJECT SUMMARIES AND COST ESTIMATES:** The CONSULTANT shall submit a technical memorandum that includes summaries for each project organized by propositions matching the bond vote.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
JACOBS ENGINEERING GROUP INC.  
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FUTURE BOND PROGRAM PROJECT PLANNING**

**COMPENSATION AND ADDITIONAL SERVICES**

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 20<sup>th</sup> day of February 2024.

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT on a time and material basis an amount of \$ 449,317.00 for the completion of the Phase 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services. In addition, this phase includes submittal of the technical memorandum with the project summaries and cost estimates.
- 1.2 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

Compensation for additional services, including Phase 2 services, will be on a time and materials basis using a Raw Labor Multiplier (RLM) that include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2024, for architectural / engineering services.

**3.0 REPRODUCTION**

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

**4.0 MILEAGE**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

**5.0 DIRECT COSTS**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## **6.0 ADJUSTMENT CLAUSE**

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
JACOBS ENGINEERING GROUP INC.  
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FUTURE BOND PROGRAM PROJECT PLANNING**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 20<sup>th</sup> day of February 2024.

**1.0 OWNER'S RESPONSIBILITIES**

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. CONSULTANT shall not be required to affirmatively determine the accuracy of information, previous reports or any other data furnished by OWNER to CONSULTANT. CONSULTANT is entitled to rely upon the accuracy and completion of information, reports or any other data furnished by OWNER to CONSULTANT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

**2.0 SPECIAL CONDITIONS**

- 2.1 None

**ATTACHMENT E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
JACOBS ENGINEERING GROUP INC.  
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**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the 20<sup>th</sup> day of February 2024

**1.0 PHASE 1:**

- 2.1 Notice to Proceed: February 21, 2024
- 2.2 Kickoff Meeting: March 6, 2024
- 2.3 Submit Technical Memorandum: July 19, 2024
- 2.4 Owner Review: July 22 – August 2, 2024
- 2.5 Phase 1 Complete: August 30, 2024

**2.0 PHASE 2:**

- 2.1 To be scheduled at the end of Phase 1.