

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
JACOBS ENGINEERING GROUP INC.**

**PROJECT NAME: FUTURE BOND PROGRAM PROJECT PLANNING
PROJECT NO. 2417260**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of _____ 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Jacobs Engineering Group INC., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated February 24, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to establish a list of projects for inclusion on the 2026 bond program for the Future Bond Program Project Planning (project) and help program, evaluate estimate, and provide guidance for projects such as parks, trails, roadways, water/sewer, buildings and more.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include refine the project list by updating project priority, providing more detailed estimates, and continuing to provide guidance for listed bond projects.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER 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.

This Amendment requires ENGINEER to provide continued Bond Programming services such as programming, estimates, project guidance on bond projects.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed February 24, 2024	\$ 449,317.00
Amendment No. 1	\$ 50,000.00

Revised Total Contract Amount	\$ 499,317.00
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3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 60 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

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:

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: May 22, 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Justin Johnson
Name: Justin Johnson
Office: Secretary

Date: May 22, 2025

Approved as to form:

D. Graham Parker
Assistant City Attorney



VERIFICATION

State of OKLAHOMA)
) §
County of TULSA)

Before me, a Notary Public, on this 22nd day of May, 2025, 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
PROJECT 2417260**

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

- 1.1 Continue to provide services for the Future Bond Program Project Planning to help program, evaluate, estimate, and provide guidance on projects. Refine the project list, cost estimates and provide program summary for the project. Attend meetings with City of Broken Arrow employees, City Council Members, and various stakeholders.

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
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ORGANIZATION OF SUBMITTAL DOCUMENTS

- 1.0 Phase 1: continue to provide phase 1 services.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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COMPENSATION AND ADDITIONAL SERVICES

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 Phase 1 Services: The OWNER shall pay the CONSULTANT on a time and material basis not to exceed \$50,000.00. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D
TO
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PROJECT SCHEDULE