

**AMENDMENT NO. 2  
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. 2**, 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. 2 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
Amendment No. 2	\$ 500,000.00
Revised Total Contract Amount	\$ 999,317.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 2 is 270 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 2 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: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk [Seal]

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

Approved as to form:

D. Graham Parker

**CONSULTANT:**

Jacobs Engineering Group Inc.

By: Jennifer Henke Kassa

Jennifer Henke Kassa, Business Vice President

Date: July 3, 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: Justin Johnson

Name: Justin Johnson

Office: Secretary

Date: July 3, 2025



Assistant City Attorney

## VERIFICATION

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 3rd day of July, 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 This Amendment requires ENGINEER to provide continued Bond Programming services such as programming, estimates, project guidance on bond projects.
- 1.2 Programming Services.
  - 1.2.1 Programming services will include staffing workshops to review projects selected by OWNER in the deliverable “City of Broken Arrow 2026 Bond Program Planning Draft Report Revision B March 2025” to move forward into detailed evaluation documented. ENGINEER shall schedule workshops for each of the six bond propositions with the following attendees.
    - Proposition 1 Transportation: transportation engineer, programming team, project manager (up to 4 total)
    - Proposition 2 Public Safety: architect, programming team, project manager (up to 5 total)
    - Proposition 3 Parks: programming team, project manager (up to 3 total)
    - Proposition 4 Public Facilities: architect, programming team, project manager (up to 5 total)
    - Proposition 5 Stormwater: civil engineer, programming team, project manager (up to 5 total)
    - Proposition 6 Drainage: civil engineer, programming team, project manager (up to 4 total)
- 1.3 Final Report.
  - 1.3.1 ENGINEER shall complete the following tasks in order to provide a final report with project sheets, cost estimates, and renderings.
    - Update cross sections, plans, or concepts following the workshops in 1.2.1.
    - Work with OWNER to develop outside stakeholders list including utilities, HOAs, critical landowners.
    - Update cost estimates for the revised program and concepts. Costs provided will be planning-level AACE Level 4 (-30% to +50%).

- Provide concept layouts for each of the projects in the OWNER priority list.
  - Facilitate weekly meetings with OWNER project team.
- 1.4 Public Engagements.
- 1.4.1 ENGINEER shall provide up to 15 renderings for OWNER selected projects to support OWNER with public engagements.
  - 1.4.2 ENGINEER shall attend up to six public meetings and assist with presentations as needed

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
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**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 Updated 2026 GO Bond Report in pdf format and prioritization worksheet in excel format.

**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 \$500,000.00. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D  
TO  
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**PROJECT SCHEDULE**

**1.0 Phase 2:**

- 1.1 Draft Final Project Report: July 2025
- 1.2 Public Meetings: August and September 2025
- 1.3 Public Input Due: October 2025
- 1.4 Final Project Report: December 2025
- 1.5 Public Education: January through April 2026
- 1.6 GO Bond Vote: April 2026