

City Contract

Version 5.5 released on 7/1/25

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



UB0121929

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|------------------------------------|------------------------------------|----------------------------------|---------------|
| CITY COUNCIL USE ONLY | | CITY CLERK USE ONLY | |
| Date Received: _____ | Tracking #: _____ | <input type="checkbox"/> Scanned | Date: _____ |
| Committee Date: _____ | Committee: _____ | <input type="checkbox"/> Posted | Item #: _____ |
| 1 st Agenda Date: _____ | Hearing Date: _____ | | |
| | 2 nd Agenda Date: _____ | | |

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

- New Contract
- Renewal
- Amendment
- Statutory Change Order
- Supplemental Documentation
- Quantity Adjustment
- Final Payment
- Permission to Continue
- IDP Formal Acceptance
- Terminate/Cancel

Data Sharing

- Yes
- No

This contract will involve data sharing or data transfers.

Board Approval

Tulsa Metropolitan Utility Authority

Other Board Name

City Council Approval

- Yes
- No

Contract Number

139187

Department

Water and Sewer

Contact Name

Rachel Watts

Email

rwatts@cityoftulsa.org

Phone

918-596-9485

Vendor Name(s)

Jacobs Engineering Group, Inc.

Vendor Number

4496

Description (Subject)

Water System Hydraulic Modeling Support Services, FY26-FY30

This should match the Munis description field but should be different from Contract Type or Subtype

Contract Type

Arch and Engr Svcs

Contract Subtype

Registered Engr

Bid/Project Number

TMUA-W 26-08

Contract Amount

\$250,000.00

Site Address

IDP, Real Property, or other property related contract address

Site Parcel No.

Budget

Contract Funding Type

- No Payment Involved
- Revenue Contract
- Expense Contract

Affidavit of Claimant should be attached to the contract for Expense Contracts

Funding Source(s)

2531W00010.WaterDist.Water.7400.74003300.541101:

531503

7403382 5315503:

\$75,000.00

\$175,000.00

TOTAL:

\$250,000.00

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

Approvals

for Department:

Legal:

Board:

Mayor:

Other:

Matt Vaughn
Mel Hill for L.M.

Date:

Date:

Date:

Date:

Date:

4.15.26

4.23.26

Policy Statement

Background Information

Submitted is the Agreement for Professional Engineering Services between the Tulsa Metropolitan Utility Authority and Jacobs Engineering Group, Inc. for Project No. TMUA-W 26-08, TMUA Water Hydraulic Modeling Support Services for an amount of \$250,000.00. Agreement provides ongoing citywide water modeling support for Fiscal Year 27. This includes 1) updates and improvements to the hydraulic models for the primary and secondary pressure zones, 2) hydraulic model calibration and analysis, 3) recommendations for updates to the water system capital program, 4) development, calibration, and analysis of hydraulic models, 5) assessment of water system impacts from proposed major land developments, 6) development of a water modeling standards handbook, and 7) in-person TMUA staff training on hydraulic model. Engineering Firm selected at ESC: January 14, 2026. PCSSC: April 15, 2026.

Provide background information on the requested action.

Summation of the Requested Action

Recommend Approval of Agreement.

Summarize the pertinent details of the requested action

Other Pertinent Details

JG:  RW: 

Provide any additional information that should be considered when considering approval of this contract document

Processing Information for City Clerk's Office

Post Execution Processing

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity
- Add'l governmental entity approval(s) required

Additional Routing and Processing Details

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered into between the Tulsa Metropolitan Utility Authority, a Public Trust of the State of Oklahoma, hereinafter referred to as **AUTHORITY**, and Jacobs Engineering Group Inc., hereinafter referred to as **ENGINEER**, a corporation organized under the laws of the State of Delaware;

WITNESSETH

WHEREAS, **AUTHORITY** intends to receive hydraulic water modeling support for the water distribution system located throughout the City, hereinafter referred to as the **PROJECT**; and,

Water System Hydraulic Modeling Support Services, FY26- FY30
TMUA-W 26-08

WHEREAS, **AUTHORITY** requires certain professional services in connection with the **PROJECT**, hereinafter referred to as the **SERVICES**;

WHEREAS, **ENGINEER** is prepared to provide such **SERVICES**;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this **PROJECT** is described in **ATTACHMENT A, SCOPE OF PROJECT**, which is attached hereto and incorporated by reference as part of this **AGREEMENT**.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER. **ENGINEER** shall perform the **SERVICES** described in **ATTACHMENT B, SCOPE OF SERVICES**, which is attached hereto and incorporated by reference as part of this **AGREEMENT**.
- 3.0 AUTHORITY'S RESPONSIBILITIES. **AUTHORITY** shall be responsible for all matters described in **ATTACHMENT C, RESPONSIBILITIES OF THE AUTHORITY**, which is attached hereto and incorporated by reference as part of this **AGREEMENT**.
- 4.0 COMPENSATION. **ENGINEER** shall be paid in accordance with **ATTACHMENT D, COMPENSATION**, which is attached hereto and incorporated by reference as part of this **AGREEMENT**.
- 5.0 STANDARD OF PERFORMANCE. **ENGINEER** 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 laws and regulations published and in effect at the time of performance of the **SERVICES**. The **PROJECT** shall be designed and engineered in a good and workmanlike manner and in strict accordance with this **AGREEMENT**. All engineering work shall be performed by or under the supervision of Professional Engineers licensed in the State of Oklahoma, and

properly qualified to perform such engineering services, which qualification shall be subject to review by AUTHORITY. Other than the obligation of the ENGINEER to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or the suitability of ENGINEER 'S work product.

6.0 LIMITATIONS OF RESPONSIBILITY. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

7.0 OPINIONS OF COST AND SCHEDULE.

7.1 The Parties acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors ', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ENGINEER 'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer.

7.2 Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a Professional Engineer.

8.0 LIABILITY AND INDEMNIFICATION. ENGINEER shall defend and indemnify AUTHORITY from and against legal liability for damages arising out of the performance of the SERVICES for AUTHORITY including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable, including any subcontractors or consultants hired by ENGINEER to assist ENGINEER in its tasks under this AGREEMENT. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the AUTHORITY or any other Contractor of the AUTHORITY.

9.0 COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in ATTACHMENT B, SCOPE OF SERVICES.

The Engineer certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E -Verify) available at www.dhs.gov/E-Verify.

10.0 INSURANCE.

10.1 During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance, issued by an insurer authorized to transact business in Oklahoma:

10.1.1. General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000 for each occurrence.

10.1.2. Worker's Compensation Insurance in accordance with Oklahoma statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.3. Professional Liability Insurance in accordance with Title 18, Tulsa Revised Ordinances Section 104 and any amendments or successor provisions related thereto with prior acts endorsement for the insurance to remain in effect for two years after AUTHORITY acceptance of the PROJECT.

10.2 The ENGINEER shall provide proof of such coverage:

- (a) By providing Certificate(s) of Insurance prior to the execution of this AGREEMENT; and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.

10.3 The ENGINEER shall not cause any required insurance policy to be cancelled or permit it to lapse. If the ENGINEER cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the AUTHORITY will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, an ENGINEER who fails to keep required insurance policies in effect may be deemed by the AUTHORITY to be in breach of contract, ineligible to bid on future projects, ineligible to respond to invitations to submit to proposals and/or ineligible to engage in any new contracts.

11.0 OWNERSHIP AND REUSE OF DOCUMENTS.

11.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the AUTHORITY.

11.2 AUTHORITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended will be at AUTHORITY'S risk.

12.0 TERMINATION OR SUSPENSION OF AGREEMENT.

12.1 The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days' written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

12.2 AUTHORITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for AUTHORITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES under this Agreement on a schedule acceptable to AUTHORITY.

12.2.1. COMPENSATION.

- (a) In the event of termination or suspension for AUTHORITY'S convenience, ENGINEER shall be compensated for all SERVICES performed up to the date of the notice of termination in accordance with provisions of ATTACHMENT D.

- (b) Upon restart of a suspended PROJECT, ENGINEER shall be compensated in accordance with ATTACHMENT D, COMPENSATION and/or in accordance with agreed upon rate adjustments pursuant to an amendment to this AGREEMENT.

13.0 NOTICE.

13.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

13.1.1. To ENGINEER: JACOBS ENGINEERING GROUP INC.
1999 Bryan Street, Suite 3500
Dallas, TX 75201

13.1.2. To AUTHORITY: TULSA METROPOLITAN UTILITY AUTHORITY
175 E. 2nd Street, 13th Floor
Tulsa, Oklahoma 74103

13.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and AUTHORITY.

14.0 UNCONTROLLABLE FORCES. Neither AUTHORITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either AUTHORITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

15.0 INTEGRATION AND MODIFICATION. This AGREEMENT includes ATTACHMENTS A, B, C, D, ~~and~~ ^{gk} and EXHIBITS 1, 2 and 3, and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.

16.0 DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the AUTHORITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of the Water and Sewer Department for resolution. If the Director is unable to resolve the dispute, the matter may, at the Director's discretion, be referred to the Mayor or designee for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

17.0 ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.

18.0 APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Water and Sewer Department of the AUTHORITY, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole

expense of the ENGINEER. The ENGINEER will meet with the City staff initially and monthly thereafter and will be available for public hearings and/or AUTHORITY presentations.

- 19.0 TIME OF ESSENCE. The Parties agree that time is deemed to be of the essence with respect to this Agreement, including but not limited to the commencement of the PROJECT, rate of progress of the PROJECT and completion date of the PROJECT.
- 20.0 GOVERNING LAW; JURISDICTION; VENUE. This AGREEMENT shall be deemed to have been executed by all parties hereto in Tulsa County, Oklahoma and accordingly, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that any suit, action or proceeding with respect to this AGREEMENT shall be brought in the District Court of Tulsa County, Oklahoma. All parties hereby irrevocably waive any objections which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this AGREEMENT brought in any such court and hereby further irrevocably waive any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum.
- 21.0 RELATIONSHIP OF PARTIES. The ENGINEER is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of SERVICES for the AUTHORITY under this Agreement. No employees, subcontractors or agents of the ENGINEER shall be deemed employees of the AUTHORITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the AUTHORITY for its employees. The ENGINEER shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors and agents. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, or agency relationship among the Parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
- 22.0 INVALIDITY. If any terms of this AGREEMENT shall be declared invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such provision had never been contained herein.
- 23.0 THIRD PARTIES. This AGREEMENT is between AUTHORITY and ENGINEER and creates no right unto or duties to any other person. No person is or shall be deemed a third-party beneficiary of this AGREEMENT.
- 24.0 HEADINGS. The headings used herein are for convenience only and shall not be used in interpreting this AGREEMENT.
- 25.0 BINDING EFFECT. This Agreement shall be binding upon AUTHORITY and ENGINEER and their respective successors, heirs, legal representatives and permitted assigns.
- 26.0 WAIVER. The rights and remedies of the parties to this AGREEMENT are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable laws: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or

right unless in writing signed by the other parties; (ii) no waiver that may be given by a party shall be applicable except to the specific instance for which it is given; and (iii) no notice or demand on one party shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

27.0 INTERPRETIVE MATTERS AND DEFINITIONS. The following interpretive matters shall be applicable to this AGREEMENT:

27.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) “or” is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to “\$” or to dollar amounts shall be in lawful currency of the United States of America;

27.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

27.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

27.4 The word “including” means “including, without limitation” and does not limit the preceding words or terms; and

27.5 All words used in this AGREEMENT shall be construed to be of such gender, number or tense as circumstances require.

28.0 OKLAHOMA FIREARMS ACT COMPLIANCE. If the ENGINEER has 10 or more full-time employees, and this AGREEMENT exceeds \$100,000 in total value, ENGINEER acknowledges and agrees that, in accordance with and pursuant to 21 O.S. § 1289.31, ENGINEER verifies to AUTHORITY that: (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this AGREEMENT.

29.0 MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairman of the Tulsa Metropolitan Utility Authority.

(SEAL)



Jacobs Engineering Group Inc. (ENGINEER)

ATTEST:

Chasity Henry, Secretary

Jennifer Kassa, Designated Manager

Date 3/27/2026

(SEAL)

APPROVED: _____ TULSA METROPOLITAN UTILITY AUTHORITY

Secretary

Chairman

Date _____

APPROVED AS TO FORM:

RECOMMENDED:

Attorney for Tulsa Metropolitan
Utility Authority

Director

SCOPE OF PROJECT

ATTACHMENT A

- A. SCOPE OF PROJECT.** The PROJECT intends to perform hydraulic water modeling support, improvements, and analysis as identified by the AUTHORITY. Engineering and planning support associated with the hydraulic model are also part of this scope. The PROJECT may include the following work elements:

A.1. Project Management

A.1.1. Monthly status reports and progress meetings

A.1.2. Model development workshops

A.2. Hydraulic Model Refinement and Updates

A.2.1. Data collection

A.2.2. Model updates and improvements

A.2.3. Model calibration

A.2.4. Development of a Modeling Standards Handbook that outlines goals and update triggers

A.3. Hydraulic Analysis

A.3.1. Analyze specified scenarios with the existing distribution network

A.3.2. Analyze new developments

A.4. Hydraulic Model Training

A.4.1. In-person training for AUTHORITY staff

A.5. Other Engineering Support, as Requested

A.5.1. Water quality evaluation

A.5.2. Model conversion to new modeling software

A.5.3. Hydraulic analysis optimization

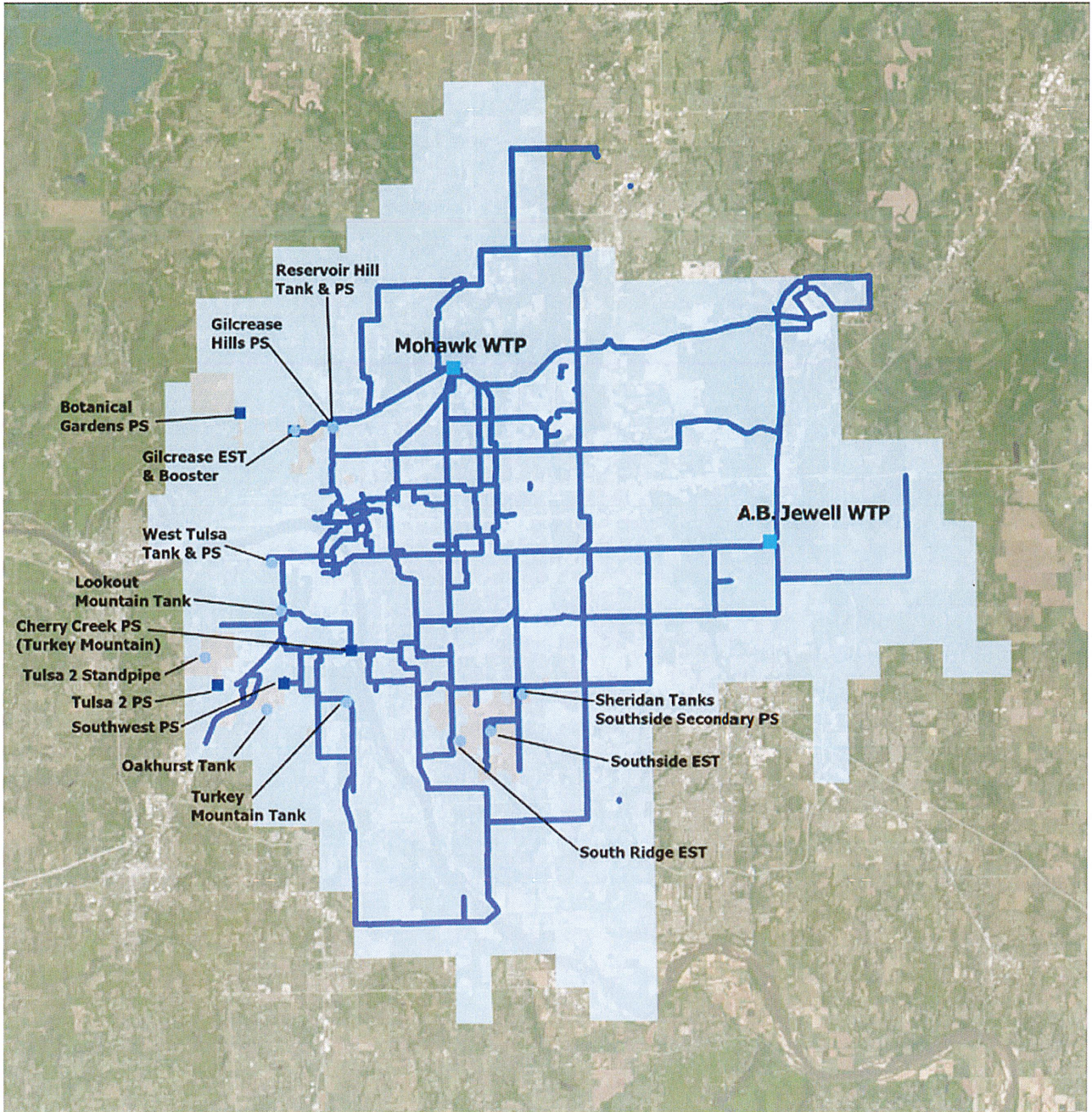
A.5.4. Additional field data collection for calibration/verification

It is hereby understood and agreed by the Parties that upon the AUTHORITY'S determination of the services and materials needed for the PROJECT (See EXHIBIT 1, PROJECT LOCATION), and upon funding of the PROJECT, there will be construction and service contracts which must be entered into in order to consummate the PROJECT, including, but not limited to services and/or construction contracts for engineering, right-of-way acquisition, utility, relocations, construction, equipment, and other services or contracts related to the PROJECT.

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EXHIBIT 1

PROJECT LOCATION



SCOPE OF SERVICES

ATTACHMENT B

- B. SCOPE OF SERVICES.** The services to be performed by the ENGINEER under this AGREEMENT may consist of baselining the current model condition, updating the hydraulic water model, training, and on-call analyses. Further, it is understood and agreed that the date of commencement, rate of progress, and the time of completion of the work to be done hereunder are essential provisions of this AGREEMENT (See EXHIBIT 2, PROJECT SCHEDULE); and it is further understood and agreed that the work which is the subject of this AGREEMENT shall commence upon execution of this AGREEMENT and after receipt of a Notice to Proceed for each project as required by AUTHORITY.

The Basic Services of ENGINEER include, but are not necessarily limited to, the following tasks:

- (i) Utilizing professional knowledge and experience, identify, consider and evaluate the relevant field data required to perform its SERVICES under this Agreement.
- (ii) Designate in writing to AUTHORITY a representative to coordinate all information between ENGINEER and AUTHORITY.
- (iii) Designate a Quality Assurance / Quality Control (QA/QC) review team to provide QA/QC reviews for this PROJECT at all Design Phases of this PROJECT. Team shall consist of a principal of the firm not associated with day-to-day design work of this PROJECT; exceptions will be granted for single-principal firms.
- (iv) Document all meetings, conferences, coordination, and other activities, and send documentation to AUTHORITY within three (3) working days.
- (v) Attend initial conference with AUTHORITY and other administrative and regulatory agencies, including utility companies, to review PROJECT requirements and discuss scheduling of the PROJECT.
- (vi) Attend all public meetings for the PROJECT.

B.1. Project Management

- B.1.1. Kickoff meeting to establish critical model status and required information.
- B.1.2. Monthly status reports and meeting summaries for onsite and remote meetings with AUTHORITY staff. Prepare monthly progress reports and invoices. Perform general clerical work. Provide supervision and coordination of the project team.
- B.1.3. Other Meetings and Presentations: Meet with AUTHORITY management and staff to review and discuss goals and objectives of the modeling support including work to be performed under the agreement.

B.2. Hydraulic Model Refinement and Updates

- B.2.1. Data collection: Receive and compile data from AUTHORITY's GIS systems, SCADA

Telemetry, pump station records, description of system control and operation, customer consumption (billing) data, and historical flow data.

- B.2.2. Model updates and improvements: Update model infrastructure and controls based on record drawings, GIS updates, field surveys, and distribution system improvements information received from the AUTHORITY.
- B.2.3. Model calibration and verification: Coordinate with the AUTHORITY to identify pressure logger deployment locations. Calibrate the AUTHORITY's hydraulic model with recent SCADA and pressure logger data received from the AUTHORITY. Verify the hydraulic model output aligns with observed data from the distribution system during peak and average demand conditions.
- B.2.4. Develop Modeling Standards Handbook. Assist the AUTHORITY with the development of a Modeling Standards Handbook for water distribution for work performed by AUTHORITY and by consultants. Develop AUTHORITY goals for the hydraulic water model and triggers for model updates. Develop a modeling protocol specific to AUTHORITY's goals based on input gathered from AUTHORITY staff. Determine and recommend a process for integrating new infrastructure or updates into the hydraulic model. Conduct quality reviews of the modeling work performed by other consultants to ensure integrity of the model's asset information, model calibration, and analysis results.
- B.2.5. Coordinate with previous hydraulic model consultant, TBR Engineering

B.3. Hydraulic Analysis

- B.3.1. Perform hydraulic analysis of existing distribution network scenarios, determined in coordination with AUTHORITY staff that may assess system performance in specific areas, system reconfiguration, physical system infrastructure or operational improvements. Document hydraulic analysis and present to AUTHORITY. Identify facility components for evaluation and prioritization in the Capital Improvement Plan (CIP).
- B.3.2. Analyze new infrastructure or development requests and assess the impact the development may have on the AUTHORITY's distribution system. Coordinate with AUTHORITY staff to determine the format for summarizing the results of the development requests and the model analysis results.
- B.3.3. Provide additional hydraulic model analysis as requested by AUTHORITY.

B.4. Training

- B.4.1. Provide in-person hydraulic model training for select AUTHORITY staff at a location determined by AUTHORITY. Provide follow-up hydraulic model training for select AUTHORITY staff to promote regular use of the hydraulic model.
- B.4.2. Provide digital and hard copy training manuals utilized during the in-person training.

B.5. Other Engineering Support, as Requested.

- B.5.1. Enhance water quality modeling capabilities of the AUTHORITY hydraulic model. Develop source trace scenarios. Provide support to the AUTHORITY for conducting bench scale chlorine decay tests for identification of decay coefficients for model use and water

quality modeling. Review the hydraulic model prediction of chlorine residual to assess alignment with field observations.

- B.5.2. Evaluation of alternate hydraulic modeling platforms. The AUTHORITY hydraulic model is currently built in Bentley OpenFlows WaterGEMS.
- B.5.3. Hydraulic analysis from AUTHORITY, developers, and customers.
- B.5.4. Supplemental field data collection to support additional model calibration and verification in targeted areas of the system. Identification of pressure logger installation and hydrant flow tests.
- B.5.5. System-wide hydraulic analysis that leverages optimization with Optimizer by Optimatics.
- B.5.6. Continual model updates and other studies as requested by the AUTHORITY.

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RESPONSIBILITIES OF THE AUTHORITY

ATTACHMENT C

C. RESPONSIBILITIES OF THE AUTHORITY. The AUTHORITY agrees:

- C.1. Reports, Records, etc. To furnish, as required by the work, and not at expense to the ENGINEER:
 - C.1.1. Records, reports, studies, plans, drawings, and other data available in the files of the AUTHORITY, which may be useful in the PROJECT.
 - C.1.2. Standard drawings and standard specifications.
- C.2. Access. To provide access to public and private property when required in performance of ENGINEER'S services.
- C.3. Staff Assistance. To furnish the services of at least one of AUTHORITY'S employees or staff who has right of entry to, and who has knowledge of, AUTHORITY'S facilities relating to this PROJECT.
 - C.3.1. To furnish legal assistance as required in the preparation, review and approval of construction documents.
 - C.3.2. To furnish staff assistance in locating existing utilities and in expediting their relocation.
- C.4. Review. To examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of ENGINEER.

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COMPENSATION

ATTACHMENT D

- D. COMPENSATION.** The AUTHORITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing (See EXHIBIT 3, PROJECT FEE SCHEDULE). Invoices shall be accompanied by such documentation as the AUTHORITY may require in substantiation of the amount billed. As a minimum, invoices shall include expense backup (receipts), progress report, copy of latest monthly progress meeting minutes, updated Gantt chart project schedule (baseline schedule shall only be changed if AUTHORITY grants a requested time extension by Consultant), and certificate of insurance. AUTHORITY shall have the right to withhold payment to ENGINEER until updated insurance certificates evidencing the required insurance coverage are submitted in the event that the insurance shown on the insurance certificate submitted with this Agreement expires before completion of the Project.
- D.1. TOTAL COMPENSATION. For the work under SCOPE OF SERVICES, ATTACHMENT B, an amount not to exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).
- D.2. COMPENSATION FOR LABOR COSTS, OVERHEAD COSTS, PROFIT, SUBCONSULTANTS AND SUBCONTRACTORS.
- D.2.1. Labor Costs. Labor Costs shall mean actual hourly rates for personnel assigned to the PROJECT based upon percentage of the SERVICES completed at the time of billing.
- D.2.2. Overhead Costs. Overhead Costs shall mean a percentage applied to Labor Costs. Overhead Costs shall be calculated as **172.5%** of raw labor costs.
- D.2.3. Profit. Profit shall mean a percentage of the combined Labor Costs and Overhead Costs. Profit shall be calculated as **10%** of the combined total of Labor Costs and Overhead Costs.
- D.2.4. Subconsultants and Subcontractors. Services of subcontractors and other professional consultants shall be compensated for based upon the percentage of the work completed at the time of billing. Compensation includes actual cost plus **5%**.
- D.3. Other Engineering Services. Other engineering services not included in the foregoing, when authorized in writing by the AUTHORITY as part of an executed Amendment to this agreement, shall be paid in accordance with the terms of such amendment.
- D.4. Travel and Subsistence Reimbursement. Travel and subsistence from outside the Tulsa Metropolitan Area shall be reimbursed at actual costs and not exceed current GSA Rates. Local travel will not be reimbursed.
- D.5. Reproduction Reimbursement. Reproduction shall be reimbursed at actual cost, not to exceed budgeted amount and will not include payment of any markup, profit or overhead to the ENGINEER.

D.6. Terminated Services. If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT 3

PROJECT FEE SCHEDULE

TMUA-W 26-08
Water System Hydraulic Modeling Support Services, FY26- FY30

| Task | Task Description | Role | Myles Savage | Jennifer Henke | David Jacobs | Eyleen Izaguirre | Mason Kettler | Andrea Dupree | Labor | Expenses | Subs | Markup | Subtotal |
|--------------|--|------|-----------------------------------|--------------------------|-----------------|------------------|---------------|-------------------|-------------------|------------------|-------------|-------------|-------------------|
| | | | Project Manager/Modeler | Senior Technical Advisor | Project Modeler | Project EIT | Field Support | Project Assistant | | | | | |
| | | | Level of Effort (estimated hours) | | | | | | | | | | |
| Task 1. | Project Management | | 48 | 34 | 0 | 0 | 0 | 20 | \$ 22,105 | \$ 1,000 | \$ - | \$ - | \$ 23,105 |
| Task 2. | Hydraulic Model Refinement and Updates | | 96 | 76 | 48 | 0 | 24 | 0 | \$ 54,160 | \$ 10,000 | \$ - | \$ - | \$ 64,160 |
| Task 3. | Hydraulic Analysis | | 152 | 120 | 60 | 56 | 0 | 0 | \$ 84,612 | \$ - | \$ - | \$ - | \$ 84,612 |
| Task 4. | Model Training | | 48 | 32 | 0 | 0 | 0 | 0 | \$ 18,357 | \$ 3,000 | \$ - | \$ - | \$ 21,357 |
| Task 5. | Other Support as Requested | | 108 | 88 | 24 | 0 | 24 | 0 | \$ 56,766 | \$ - | \$ - | \$ - | \$ 56,766 |
| TOTAL | | | 452 | 350 | 132 | 56 | 48 | 20 | \$ 236,000 | \$ 14,000 | \$ - | \$ - | \$ 250,000 |

AFFIDAVIT OF CLAIMANT

STATE OF Oklahoma

COUNTY OF Tulsa

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services, or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: Jennifer Kassa
Signature

Name: Jennifer Kassa

Company: Jacobs Engineering Group Inc.

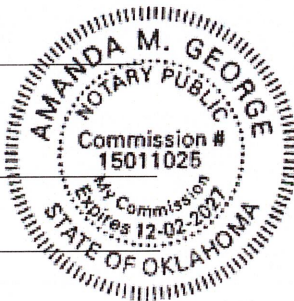
Title: Designated Manager

Subscribed and sworn to before me this 27th day of March, 2026.

Amanda M. George
Notary Public

My Commission Expires: 12-02-2027

Notary Commission Number: 15011025



The Affidavit must be signed by an authorized agent and notarized.

INTEREST AFFIDAVIT

STATE OF Oklahoma

) ss.

COUNTY OF Tulsa

I, Jennifer Kassa, of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ["Services Provider"] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

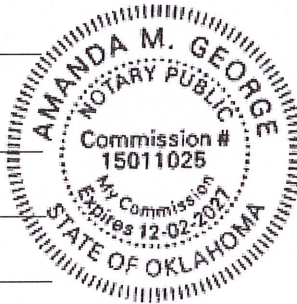
*See below

By Jennifer Kassa
Signature

Title Designated Manager

Subscribed and sworn to before me this 27th day of March, 2026.

Amanda M. George
Notary Public



My Commission Expires: 12-02-2027

Notary Commission Number: 15011025

County & State Where Notarized: Tulsa, OK

* Note: Jacobs Engineering Group Inc. (JEG) is a wholly owned subsidiary of Jacobs Solutions Inc. ("Jacobs") As Jacobs Solutions Inc, is publicly traded on the NYSE, with its stock being publicly traded on a daily basis by the general public and/or corporations. As such, disclosures regarding stock ownership are controlled and regulated by applicable federal law that restricts disclosure of such information except through certain government approved means. JEG is unable to verify whether any officer or employee of the City of Tulsa directly or indirectly owns 5%-10% interest, in Jacobs Solutions Inc. However JEG is able to verify that no officer or employee of the City of Tulsa owns 10% or more interest or a controlling interest in Jacobs Solutions Inc.

To Jacobs' knowledge, and the most current information we have, based solely on the most recent Schedule 13G filings made with the Securities and Exchange Commission, only the following persons or entities beneficially own 10% or more of Jacobs common stock: The Vanguard Group beneficially owns 11.97% of Jacobs common stock (based on the Schedule 13G/A filed on January 23, 2026). The Vanguard Group is an investment management company and is owned by its funds. As such, Jacobs Engineering Group Inc. **cannot** certify that the entities listed have not purchased or traded stock of Jacobs Solutions Inc. Further, JEG does not maintain a verifiable list of employees or business relationships that would fully respond to this inquiry. Upon information and belief, without independent investigation, JEG has no knowledge of any such relationships that would presently cause a conflict of interest in the performance of the work contemplated.

The Affidavit must be signed by an authorized agent and notarized.

NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF (Oklahoma)

) ss.

COUNTY OF (Tulsa)

I, Jennifer Kassa, of lawful age, being first duly sworn, state that:
(Authorized Agent)

1. I am the authorized agent of Contractor, Engineer, Architect or provider of professional service ["Services Provider"] herein for the purposes of certifying facts pertaining to the existence of collusion between and among Services Provider and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the awarding of such contract; and
3. Neither the Services Provider nor anyone subject to the Services Provider's direction or control has been a party:
 - a. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - b. in any discussions between Services Provider and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: Jennifer Kassa
Signature

Title: Designated Manager

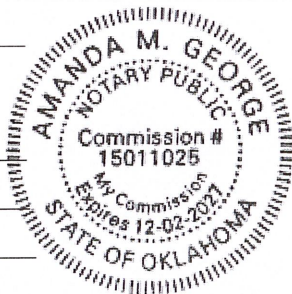
Subscribed and sworn to before me this 27th day of March, 2026.

Amanda M. George
Notary Public

My Commission Expires: 12-02-2027

Notary Commission Number: 15011025

County & State Where Notarized: Tulsa, OK



The Affidavit must be signed by an authorized agent and notarized.

SECRETARY CERTIFICATE

I, Chasity Henry, Secretary of Jacobs Engineering Group Inc. (the "Company"), hereby certify that:

Jennifer Kassa is a Designated Manager for the West Central Geography of the Company and has been granted authority in accordance with our Signature Authority Policy to execute documents on behalf of the Company.

I hereby certify that the Secretary Certificate remains in full force and effect at the date of this Certification.

Dated this 27th day of March 2026

Chasity Henry

Chasity Henry, Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

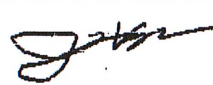
| | | |
|--|----------------|--|
| PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA | 1-212-948-1306 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): 1-212-948-1306 |
| INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 515 South Flower St., Suite 4800 Los Angeles, CA 90071 USA | | INSURER(S) AFFORDING COVERAGE |
| | | INSURER A: ACE AMER INS CO |
| | | INSURER B: INDEMNITY INS CO OF NORTH AMER |
| | | INSURER C: |
| | | INSURER D: |
| | | INSURER E: |
| | | INSURER F: |

COVERAGES **CERTIFICATE NUMBER: 752598438** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---|----------------------------------|----------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | HDO G48977145 | 07/01/25 | 07/01/26 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A | WLR C72792919 (AOS) SCF C72792920 (WI) WCU C72792932 (OH) * | 07/01/25 07/01/25 07/01/25 | 07/01/26 07/01/26 07/01/26 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000 |
| A | PROFESSIONAL LIABILITY | | EON G21655065 016 | 07/01/25 | 07/01/26 | PER CLAIM/PER AGG 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT MGR: Myles Savage. CONTRACT MGR: Aaron Shurmon. RE: Water System Hydraulic Modeling Support Services FY26-FY30. CONTRACT NUMBER: TMUA-W- 26-08. CONTRACT END DATE: 12-31-2030. SECTOR: Public. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| Tulsa Metropolitan Utility Authority 175 E. 2nd. Street, 13th Floor Tulsa, OK 74103 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
03/27/2026

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

*\$2,000,000 SIR FOR STATE OF: OHIO