



PROFESSIONAL SERVICES AGREEMENT

Design Services

RECLAIMED WATER SYSTEM STUDY

Project No. WW2108.101

Council Date: August 12, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Jacobs Engineering Group Inc.**, a Delaware corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **RECLAIMED WATER SYSTEM STUDY** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **270** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$420,400** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Jacobs Engineering Group Inc. 101 N. 1st Ave., Ste. 2600 Phoenix, AZ 85003 Physical Address: (if different than Mailing Address) Statutory Agent Name: C T Corporation System Statutory Agent Physical Address: 3800 N. Central Ave., Ste. 460 Phoenix AZ 85012 Statutory Agent Mailing Address: (if different than mailing address)
	Consultant's Authorized Project Representative Name: Roman Aguirre Title: Vice President Physical Address: 1501 W. Fountainhead Pkwy., Ste. 401 Tempe, AZ 85282 Mailing Address: (if different than mailing address) Phone: 602-402-3494 Email: roman.aguirre@jacobs.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or

payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this

Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Agreement or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may

deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest

extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. - Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

MAYOR

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

"CONSULTANT"
Jacobs Engineering Group Inc.

 07/21/2021

Signature Date

Roman J. Aguirre

Print Name

Vice President

Title

roman.aguirre@jacobs.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

CHANDLER RECLAIMED WATER STUDY

Scope of Work

July 7, 2021

Project Understanding and Background

The City of Chandler (City, OWNER) delivers reclaimed water to large industrial users as well as to fill lakes and irrigate golf courses, parks, neighborhood common areas, roadside landscaping and crops. Within the next few years both the supplies to and demand on the reclaimed water system are expected to change the City needs to complete a Reclaimed Water Study to prepare for those changes. This document describes the scope of work for services to be provided by Jacobs Engineering Group (ENGINEER) for the Study.

The work will be performed by completed the following tasks:

- Task 1 –Current System Configuration and Enhancement Opportunities
- Task 2 – Water, Wastewater, and Reclaimed Water Supply and Demand Projections
- Task 3 – Reclaimed Water System Plan
- Task 4 – Project Concepts Development
- Task 5 – Project Management

General Assumptions

The following general assumptions are applicable to all tasks:

- i. Budgets will be managed at the main task level; Jacobs will track task budget overruns and underruns within the overall project budget. Any scope changes will be accommodated within the overall project budget to the extent possible; Jacobs will inform the City on any changes that may require additional funds via a change order.
- ii. To facilitate rapid distribution of information, deliverables will be furnished electronically. Unless otherwise indicated, final deliverables will be provided as native electronic files (Microsoft Word®, Microsoft Excel®, and pdf format as appropriate). Reproduction of hard copies shall be performed by the Owner.
- iii. The ENGINEER will use set up a project site as a repository for all electronic deliverables to be shared with the Owner via file transfer protocol (FTP), SharePoint, or Microsoft® Teams.
- iv. Interactive workshops will be used to gather information, guide development, and to review draft work products on these products.
- v. The Owner will conduct the scheduling and coordination of necessary participants of City staff as well as contract operations staff necessary to have efficient meetings and workshops. The Owner's Project Manager will coordinate with City's staff to ensure optimal participation at workshops and meetings.
- vi. Where draft work products are delivered to the Owner, review comments will be furnished to the ENGINEER within 10 working days of receipt of the work product. Comments will be incorporated into the final documents and issued to the Owner's staff within 10 business days of receiving comments.
- vii. When the Owner reviews an ENGINEER work product, comments shall be provided as a single electronic file. Prior to furnishing to the ENGINEER, the Owner shall screen and adjudicate all review comments to remove redundant or conflicting comments, or comments that are contrary to the direction of the Owner's Project Manager.

- viii. The ENGINEER anticipates this project to be completed in 10 months after notice to proceed. A more detailed project schedule will be developed, working together with the City's personnel, after award of contract as part of the Project Execution Plan and will be updated at key milestones in the project.
- ix. The Owner will provide access to facilities and will assist the ENGINEER with any necessary entry permits, scheduling, notification, and other requirements to gain access to perform work as outlined below.
- x. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, ENGINEER makes no warranty that actual Project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates

1. Task 1: Current System Configuration & Enhancement Opportunities

This task will document the current reclaimed water system configuration and identify enhancement opportunities.

1.1. Map of Existing Reclaimed Water System

The ENGINEER will develop a map of the existing reclaimed water system in GIS (including aerial background). The map will include the following:

- All major existing facilities
- Large reclaimed water users

Spatial information from the City and previously developed distribution system model will provide the basis for the pipeline network and customer locations. City staff will review the map and provide input on additions or modifications due to changes since the previously developed distribution system model.

1.2. Map of System Enhancement Opportunities

On the same base map developed as part of Task 1.1, locations for system enhancement opportunities will be added to the map including:

- The Reclaimed Water Interconnect Facility at the AWRF
- A new recharge site at the existing brine evaporation ponds site
- New recovery well(s) at Veterans Oasis Park or the City-owned site east of Tumbleweed Park along the canal (On-Project location)
- Other available potable wells that may be redirected to the reclaimed system with notation of SRP On-Project/Off-Project boundary
- Land at S. Val Vista Drive and E. Riggs Road has potential for siting a tank
- New 24" main to transfer reclaimed water from AWRF to OWRF

Other opportunities will be added as identified by City staff.

1.3. Hydraulic Profile System Schematic

A hydraulic profile of key reclaimed water system facilities and demand locations will be developed using Microsoft® Excel or Visio. The profile will include:

- Storage at OWRF and AWRF
- Wells at OWRF and Tumbleweed ASR sites
- Potential future facility elevations
- Highest customer, lowest customer, and elevation of all large customers
- Estimated hydraulic grade of existing system
- Estimated hydraulic grade with tank at S. Val Vista Drive and E. Riggs Road

The hydraulic profile will also include major pipelines, pump discharge grades, flow control valves, pressure reducing valves, and other relevant information that provides a schematic representation of the hydraulic operation of the system.

1.4. Historical Operations Documentation

Typical wastewater collection, wastewater treatment, and reclaimed system operations will be documented, including operational challenges. This documentation will be developed through:

- Interviews with operations staff
- Review of SCADA data for operational trends
- Interviews with City staff on planned operations after the SRP Canal to AWRF Tanks project is online

Findings from the above investigations will be documented in presentation format.

1.5. Assumptions

- City staff will review initial ENGINEER work products and provide detailed markups to improve accuracy based on City extensive knowledge of system
- Staff interviews may occur in person or using web meeting platforms

1.6. Deliverables

- GIS maps of existing reclaimed water system and locations of future opportunities
- Hydraulic profile system schematic
- Historical Operations Summary Presentation

2. Task 2: Water, Wastewater and Reclaimed Water Supply and Demands Projections

This task will include the development of potable water supply and demand projections, wastewater flow projections, and reclaimed water supply and demand projections.

2.1. Potable Water Supply and Demand Projections

This task includes the following subtasks.

2.1.1. Water Resources Portfolio

The ENGINEER will review and document the City's water resources portfolio based upon its most recent Assured Water Supply Decision and Order, agreements, and commitments. The portfolio will be assessed with respect to the following elements:

- Surface water supplies
 - Salt River Project
 - Central Arizona Project
- Groundwater supplies
- Effluent reuse

The ENGINEER will also tabulate historical water production, customer metered consumption, and non-revenue water. Water production records for a period of at least three years (coincident with the billing records below) will be summarized in tabular and graphical formats.

2.1.2. Unit Demand Development and Existing System Demand Characteristics

Next, the ENGINEER will document and analyze existing water use consumption data (from billing records) for the last three calendar years (including December 2017 – January 2021). Consumption records will be summarized by residential (single family, multifamily, and mobile home) and non-residential use types consistent with the City's Development Services Department. The ENGINEER will spatially locate customer consumption points in GIS to aid in development of unit demands. Unit water demand factors will be evaluated in terms of housing units for residential uses and in square footage for non-residential uses. Existing system demand characteristics will be summarized by pressure zone and SRP service area (On-Project, Off-Project, and Non-Member Lands) as well as by average day and maximum month.

2.1.3. Peaking Factors and Non-Revenue Water

Based on production records, the ENGINEER will summarize existing system peaking factors (average day and peak day). The comparison between annual production records and customer consumption/billing records will be used to provide an estimate of non-revenue water in terms of a percent.

2.1.4. Potable Water Use Projections

The ENGINEER will develop up a potable water use projection using the calculated unit demand factors and remaining vacant parcel land use and other committed customer demands through build out. Projections for up to two other scenarios will be developed based on input from the City (i.e., changes to large water users, redevelopment, and/or transit-oriented development).

2.1.5. Potable System Supply/Demand Balance

Finally, the ENGINEER will summarize the potable system supply/demand balance through build out including On-Project and Off-Project/Non-Member areas. The analysis will include relevant water resources including surface water supplies under normal supply conditions and in times of supply shortage. The summary will be delivered to the City via a meeting/workshop in a presentation format.

2.2. Wastewater Flow Projections

The ENGINEER will summarize the wastewater inflow history for a period of at least three years for each WRF (coincident with the billing data above). Base sanitary flow will be generated by utilizing the water distribution system demands and applying a return to sewer ratio. Landscape meters and water-only customer accounts

(those with septic systems) will be excluded from the analysis unless any conversions are planned. Impacts from large industrial customers that are metered separately may be excluded from the return-to-sewer ratio analysis with flows accounted for separately in future projections. The selected return to sewer ratio(s) will be validated against known WRF influent data. The ENGINEER will also spatially assign base sanitary flow within the appropriate basin taking into account the timing of lease expiration of the Lone Butte WRF and associated increase of flow to OWRF.

The ENGINEER will compare the residential and non-residential wastewater flow diurnal patterns developed in the City's 2018 Water/Wastewater/Reclaimed Water Master Plan to influent data and any recent flow monitoring data. Based on data provided by the City, the diurnal patterns will be updated.

The ENGINEER will project future wastewater flows to OWRF and AWRF based on the potable water projection scenarios and applicable return-to-sewer ratio(s) and known, committed flows/agreements. The summary will be delivered to the City via a meeting/workshop in a presentation format.

2.3. Reclaimed Water Supply and Demand Projections

The supplies available to the reclaimed distribution system and the demands on the reclaimed system will be evaluated, including the following:

- Tabulate historical reclaimed water production, historical metered usage, and non-revenue reclaimed water
- Calculation of recent trends in the ratio of reclamation facility inflow to reclaimed water produced to estimate available effluent
- Develop up to three future reclaimed water demand scenarios
 - Based on pending changes to Chapter 53 of City of Chandler Code
 - Based on potential need to maintain or increase leaching rates
 - Based on existing users changing use amounts or patterns including:
 - Different OMG deliveries
 - Different large industrial users
 - Based on the addition of potential future users to the system
- Review SCADA data and perform hourly mass balances to estimate historical winter and summer diurnal demand patterns for customer that are not on a scheduled delivery pattern as follows:
Unscheduled hourly demand = pump station flow + Hillcrest Well flow + ASR withdrawal – ASR recharge – Veterans Oasis delivery – scheduled demand
- Estimate future diurnal demand patterns based on historical patterns and expected future changes in water use patterns

The summary will be delivered to the City via a meeting/workshop in a presentation format.

2.4. Assumptions

- The City will provide relevant GIS data (shapefile or geodatabase) to support the task including zoning/land use of parcels and current accounting of residential (in terms of housing units) and non-residential (in terms of thousands of square feet) absorption by parcel.
- Monthly customer billing records are provided by the City in .CSV or spreadsheet format that include customer water use/consumption data for the period of December 2017 through January 2021.
- Water consumption and water production analyses (based on tabular data provided by the City) and trends will be documented for calendar years 2018 through 2020.

- City will provide historical SCADA data and other records as required to tabulate historical use and develop historical diurnal curves
- City will attend one workshop to generate the three potable water demand scenarios
- City will attend one meeting/workshop to review the potable supply/demand summary
- City will attend one workshop to review ENGINEER estimate of future wastewater flows and recommend revisions
- City will attend one meeting/workshop to review the wastewater flow summary
- City will attend one workshop to generate the three future reclaimed demand scenarios
- City will attend one meeting/workshop to review the reclaimed water supply/demand balance summary
- Up to three Jacobs staff will attend each meeting/workshop estimated to be up to two hours in duration.

2.5. Deliverables

- Water system unit demand calculations in Excel
- Potable system supply/demand balance in Excel (for up to three scenarios)
- Supply/demand balance PowerPoint summary
- Wastewater flow projections in Excel
- Wastewater flow projection PowerPoint summary
- Reclaimed water supply and demand calculations
- Reclaimed water supply/demand PowerPoint summary

3. Task 3: Reclaimed Water System Plan

This task includes the following:

- Evaluating reclaimed water supplies and demands
- Conversion and updating of the existing reclaimed water model
- Documenting existing system deficiencies
- Identifying improvement opportunities
- Developing an implementation plan

3.1. Supply and Demand Balance Evaluation

This task will compare supplies versus demands for a range of supply, demand, and operating conditions. The objective is to define conditions that will inform needed system improvements and recommended system operational settings. The following scenarios are envisioned to quantify the extreme supply and demand imbalances. Two additional scenarios will also be developed to gain an understand of supply and demand conditions under non-extreme conditions.

#	Supplies	Demands	Stress Condition
1	Max winter WW flows	Min winter RW demands	Max recharge w/o SRP water
2	Max winter WW flows + Winter supplemental SRP flow	Min winter RW demands	Max recharge w/ SRP water
3	Min summer WW flows	Max summer RW demands	Max groundwater pumping/reclaimed water recovery

4	Max summer WW flows + Summer Supplemental SRP Flow	Min summer RW demands	Min summer groundwater pumping/ reclaimed water recovery
---	---	-----------------------	--

Notes:

(1) Minimum and maximum demands are based on scenarios evaluated in Task 3.

3.2. Reclaimed Water System Model Validation

The existing reclaimed water system model will be converted from the WaterGEMS platform to the InfoWater Pro platform and the model will be populated with recent historical winter and summer supply and demand conditions and operating conditions based on the data used to develop the historical diurnal curves developed in Task 3.

Modeled flow and backpressure at the OWRF and AWRF reclaimed water pumping stations will be compared to actual SCADA data values through the day. The model configuration and parameters will be adjusted to simulate (as accurately as reasonably possible) these recent conditions. Upon the conclusion of this task, a validated model will be available to evaluate future conditions.

3.3. Document Existing System Deficiencies

The supply and demand conditions outlined in Task 4.1 will be loaded into the model and 24-hour extended period simulations will be performed to evaluate the system's current ability to operate under the potential future conditions.

Prior to running these simulations, a meeting will be held to discuss the operating rules during recharge and withdraw conditions. Specifically, the priority for use of the various recharge and withdraw facilities will be defined.

The existing system will not likely be capable of meeting all future conditions and the areas and types of deficiencies will be documented.

3.4. Evaluate Improvement Opportunities

The model will be used to evaluate a wide-range of different improvements that could be implemented to meeting future operating conditions. At a minimum, the following improvements will be evaluated:

- Evaluate potential benefits of locating reclaimed water storage at S. Val Vista Drive and E. Riggs Road
- Evaluate potential benefits of wells pumping directly into the reclaimed system (such as a well at Veterans Oasis Park)
- Evaluate locations for additional ASR capacity
- Evaluate modifications to operational strategies (priority of recharge and withdraw facilities, system operations if a tank is added in the distribution system, etc.)
- Document pumping and pipeline improvements (if needed)

3.5. Develop Implementation Plan

The findings from the previous tasks will be compiled into an implementation plan that will include the following:

- Identify triggers that indicate when a project will be required
- Identify costs for projects when they are triggered

- Identify recommended changes in operational strategies that may be triggered after specific improvements are completed

3.6. Assumptions

- Due to the highly variable operation of the system and limited flow and pressure points in the system, engineering judgement will be required to determine when the model has been sufficiently validated. ENGINEER will promptly inform City if validation issues occur and a revised validation plan will be developed.
- Cost estimates for recommended improvements will be based on planning unit costs consistent with AACE Class 5 level of accuracy.

3.7. Deliverables

- Reclaimed Water System Implementation Plan Technical Memorandum
- Spreadsheet of recommended improvements with costs and triggers
- InfoWater Pro Reclaimed Water System Model

4. Task 4: Project Concepts Development

Task 4 will include Class 5 costs as required to select between competing alternatives. As defined by the Association for the Advancement of Cost Engineering (AACE), Class 5 cost estimates are based less than 2% design definition and are typically based on the engineer's unit cost database. Class 5 costs typically have an accuracy of -25% to +75%. This task will include development of Class 4 costs for up to 5 selected facilities. Per AACE, Class 4 cost estimates are based on conceptual layouts with design definition between 5% and 15% and typically have an accuracy of -15% to +35%.

The following outlines the specific scope for this task.

4.1. Project Concept Design

ENGINEER will develop concept designs for up to 5 selected facilities. It is expected that the selected facilities will be tanks, pump stations, wells, pressure or flow control vaults, pipelines, or similar.

For new facilities, redlines on aerial mapping will be provided to outline the facility location on the site and define the general dimensions of the facility. In addition, one plan view sketch of the mechanical layout of major equipment will be provided for each facility.

For modifications to existing facilities, redline markups on existing as-built drawings will be provided to communicate the concept design.

Concept drawings will be developed in Bluebeam Revu™ software or similar.

4.2. Conceptual Class 4 Costs

ENGINEER will use a parametric cost estimating model to perform Class 4 costs estimates for the conceptual designed facilities. The output to the cost model is a PDF that includes the estimated construction costs broken down by major discipline (e.g. site work, structural, equipment, electrical, controls). The PDF also includes allowances for engineering, permitting, and engineering services during construction.

4.3. Update CIP Plan

ENGINEER will update the CIP spreadsheet and cost tables within the Recommended Plan Technical Memorandum with the Class 4 costs.

4.4. Summary Presentation

The ENGINEER will prepare a brief presentation showing the conceptual facility layouts and summarize the cost findings.

4.5. Assumptions

- Concept drawings in Bluebeam Revu™ software or similar.
- ENGINEER's proprietary parametric cost model will be used to develop cost estimates.

4.6. Deliverables

- PDF Conceptual Design Layouts
- PDF of Cost Breakdowns
- PowerPoint Presentation of Layouts and Findings

5. Project Management

5.1. PM Activities

Prepare monthly progress reports in memo format for submission to the OWNER's Project Manager by the 15th of each calendar month. The report will contain progress against schedule and scope, as well as relevant budget information. The Project Manager will oversee the preparation and submission of monthly invoices. In addition, the Project Manager will manage the activities of the ENGINEER's staff via weekly conference calls.

5.2. Progress Meetings/Calls

The ENGINEER's Project Manager will conduct bi-weekly progress meetings/calls with the OWNER's staff to discuss any delivery issues that might impact the scope, schedule, or budget of this Study. Notes will be taken during the meeting and posted for the team.

5.3. Deliverables

- Monthly Progress Reports
- Progress Call Meeting Minutes

6. Schedule

Work for the Reclaimed Water Study will be performed in accordance with the schedule attached. The target NTP is September 1, 2021 and estimated completion date is June 30, 2022.

7. Compensation

The work will be done on a time and material basis with a not to exceed upper limit as indicated in the attached Level of Effort and Fee Table.

EXHIBIT "B"
COMPENSATION AND FEES

Chandler Reclaimed Water Study
EXHIBIT "B-1"
Time and Materials Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1: Current System Configuration & Enhancement Oppor		\$ 33,420.00
1.1	Map of Existing Reclaimed Water System	\$ 3,000.00
1.2	Map of Enhancement Opportunities	\$ 5,000.00
1.3	Hydraulic Profile System Schematic	\$ 11,300.00
1.4	Historical Operations Documentation	\$ 6,800.00
1.5	Findings Presentation	\$ 7,320.00
2.0 Supply and Demand Projections		\$ 139,160.00
3.1	Potable Water	\$ 56,120.00
3.2	Wastewater	\$ 39,120.00
3.3	Reclaimed Water	\$ 43,920.00
3.0 Reclaimed Water System Plan		\$ 122,800.00
4.1	Supply and Demand Balance Evaluation	\$ 13,800.00
4.2	Reclaimed Water System Model Validation	\$ 12,700.00
4.3	Document Existing System Deficiencies	\$ 8,520.00
4.4	Evaluate Improvement Opportunities	\$ 44,240.00
4.5	Develop Implementation Plan	\$ 43,540.00
4.0 Project Concepts Development		\$ 54,320.00
4.1	Project Conceptual Design	\$ 28,520.00
4.2	Conceptual Class 4 Costs	\$ 16,920.00
4.3	Update CIP Plan	\$ 5,160.00
4.4	Summary Presentation	\$ 3,720.00
5.0 Project Management		\$ 30,500.00
5.1	PM Activities	\$ 19,700.00
5.2	Progress Meetings/Calls	\$ 10,800.00
Expenses		\$ 2,200.00
Subconsultants		\$ -
SUBTOTAL COST:		\$ 382,400.00
Owner's Allowance		\$38,000
TOTAL COST:		\$ 420,400.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.
 - 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
 - 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
 - 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
 - 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
 - 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.
 - 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 3.1.5. The policies must contain a severability of interest clause against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.
 - 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 - 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.
- 3.2. *Insurance Cancellation During Term of Contract/Agreement.*
- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
 - 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- 3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at <http://www.chandleraz.gov/udm>.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.
2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.
3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.
4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.
6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access

control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars (\$1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2021

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 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C. No. Ext):</td> <td>FAX (A/C. No): 1-212-948-1306</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: ACE AMER INS CO</td> </tr> <tr> <td colspan="2">NAIC # 22667</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C. No. Ext):	FAX (A/C. No): 1-212-948-1306	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: ACE AMER INS CO		NAIC # 22667		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME:																							
PHONE (A/C. No. Ext):	FAX (A/C. No): 1-212-948-1306																						
E-MAIL ADDRESS:																							
INSURER(S) AFFORDING COVERAGE																							
INSURER A: ACE AMER INS CO																							
NAIC # 22667																							
INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 62749080

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G72493503	07/01/21	07/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25545631	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C67817540 (AOS) SCF C6781762A (WI) WCU C67817588 (OH)*	07/01/21 07/01/21 07/01/21	07/01/22 07/01/22 07/01/22	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 012	07/01/21	07/01/22	PER CLAIM/PER AGG \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Teresa Smithdehesus. CONTRACT MGR: Connie Hodes. RE: Professional Services Agreement for Design Services - Reclaimed Water System Study Project No. WW2108.101. CONTRACT NUMBER: WW2108.101. CONTRACT END DATE: 2/28/2022.
SECTOR: Public. City of Chandler, its officers, officials, agents, and employees are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. General Liability coverage includes the severability of interests/Cross Suits Liability provision in favor of the holder. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR

CERTIFICATE HOLDER

CANCELLATION

City of Chandler P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 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
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/21/2021

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

Additional Information:

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

ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 144
Policy Symbol HDO	Policy Number G72493503	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the Named Insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.

ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 183
Policy Symbol ISA	Policy Number H25545631	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.-Project and/or Contract: All projects and/or contracts where you perform work for such additional insured pursuant to any such written contract.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

C. With respect to the insurance afforded to these additional insureds, the following applies:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

If such additional insured's scope of coverage is not expressly stated in a contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insureds ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the named insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 74
Policy Symbol HDO	Policy Number G72493503	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- The beginning of the Policy period, if this endorsement is effective as of such date; or
 - This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, appearing to be 'C. P. A.', written above a horizontal line.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 44
Policy Symbol ISA	Policy Number H25545631	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- i.** The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 2100 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR Number: C67817540
Policy Period 07-01-2021 TO 07-01-2022	Effective Date of Endorsement 07-01-2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

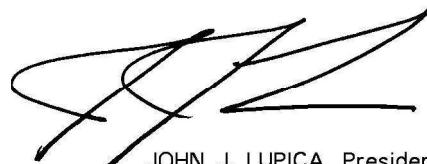
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Engineering Group, Inc.			Endorsement Number 36
Policy Symbol EON	Policy Number G21655065 012	Policy Period 07/01/2021 to 07/01/2022	Effective Date of Endorsement 07/01/2021
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President
Authorized Representative