CITY OF SANTA ROSA PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP INC. AGREEMENT NUMBER

This	"Agreement" is	s made a	as of this	day of_		, 2020, by and
between the	City of Santa	Rosa, a	municipal	corporation	("City"), and	Jacobs Engineering
Group Inc., a	a Delaware Corp	ooration ('	"Consultan	t").		

RECITALS

- A. City desires to enter into an agreement for Alternatives Evaluation and Engineering Services for Emergency Generator Engine Radiators and Fuel Tank Replacement.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B. The City shall make payment in 30 days from receipt of invoice from Consultant.

- b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.
- c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of **Four-hundred forty thousand, six hundred forty-six dollars and no cents (\$440,646.00)**. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number **86595**.

3. DOCUMENTATION; RETENTION OF MATERIALS

- a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.
- b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.
- c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

- a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.
- b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's

agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that the insurance coverages and limits provided under this Agreement are the coverage and limits specified in Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Consultant Representative:

Tanya Mokvyts Santa Rosa Water Department Laguna Treatment Plant 4300 Llano Road Santa Rosa, CA 95407 (707) 543-3958

Susan Dennis, PE Jacobs Engineering Group Inc. 4 Embarcadero Center, Suite 3800 San Francisco, CA 94111 (408) 564-3236

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for

any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.
- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.
- d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

- a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than **July 26, 2022.**

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

	b.	Conflict of	of Interest	Statements	. The	individual(s)	who will	l provide
services	or perform	work pursual	nt to this Ag	greement are	"consul	tants" within t	he meani	ing of the
Political F	Reform Act	and the City'	s Conflict o	of Interest Cod	de:			
X y	es r	o (check on	ie)					

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

- b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

- a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.
- b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.
- c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.
- d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

- e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
- f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
- g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:	CITY OF SANTA ROSA a Municipal Corporation
Name of Firm: <u>Jacobs Engineering Group Inc.</u>	Ву:
TYPE OF BUSINESS ENTITY (check	
one):	Print
Individual/Sole Proprietor Partnership	Name:
X Corporation Limited Liability Company	Title:
Other (please specify:)	
	APPROVED AS TO FORM:
	Jan Do
	Jessica Mullan (Jun 12, 2020 13:41 PDT)
	Office of the City Attorney

Signatures of	Authorized Persons:	
Ву:	I Shy	
Print Name:	Joseph Deery, PE	
Title:	Vice President	111111111111111111111111111111111111111
Ву:	et // Cm	CAPOR SA
Print Name:	Justin Johnson	SEAL S
Title:	Assistant Secretary	5000000
0		TANA PERMINA
Litty of Santa L	Paca Rucinace Tay Cart Na	

City of Santa Rosa Business Tax Cert. No.

06525291

Attachments:

Attachment One - Insurance Requirements Exhibit A - Scope of Services Exhibit B - Compensation

ATTACHMENT ONE INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2.	Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3.	Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4.	Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

- 2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and.
 - b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to review redacted copies of all required policies and endorsements.

Should the City be served with litigation pertaining to this agreement then Consultant shall furnish the City with full insurance policies upon request.

D. Other Insurance Provisions:

- 1. Except for Professional Liability, no policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
- 2. Defense costs must be paid in addition to coverage amounts.
- 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$50,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
- 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
- 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



1. Cover Letter/Executive Summary

March 20, 2020

Attention: Ms. Tanya Mokvyts City of Santa Rosa Transportation and Public Works Department 69 Stony Circle Santa Rosa, CA 95401

Subject: Proposal for Alternatives Evaluation and Engineering Services for Emergency Generator Engine Radiators and Fuel Tank Replacement

Dear Ms. Mokvyts:

Attached please find our original proposal submitted January 17, 2020, modified as follows to provide our final scope, schedule and cost:

- Schedule: Exhibit 4.4 shows the project schedule, revised for a start date of May 4, 2020. However, we realize there may be a delay in starting work as impacts of the COVID-19 pandemic evolve. We still show design phase starting at completion of the evaluation phase and acknowledge there may be a delay depending on City project manager availability.
- Scope: Section 6 presents our final Scope of Services. Key revisions, as we discussed, include: combining the three project components into a single construction bid package and providing 40/75/90% design deliverables and final construction documents (Tasks 3); bid phase services limited to preparation of RFI responses and addenda (Task 4); reduced permit assistance limited to preparation of CEQA Categorical or Statutory Exemption and BAAQMD permitting (Task 5); two onsite workshops (versus four) with other meetings conducted remotely (Tasks 2 and 3); addition of Task 6 Services During Construction and, fewer project management status calls (Task 1). All assumptions are listed on the last page of the scope.
- **Cost**: Section 7 includes our fee corresponding with the scope in Section 6. We have added a 10 percent contingency as you requested (to be used only with City authorization). Also included in this section is our labor rate schedule and the updated drawing list reflecting a single construction bid package.
- Section 8 Contract Exceptions has been deleted as well as Attachment B Agreement and Attachment
 One. The resulting contract revisions agreed to by the City and Jacobs will be reflected in the
 Professional Services Agreement.

No other changes have been made to our original proposal, which follows below. Note Sections 2, 3, 4 and 5 reflect the scope and cost proposed on January 17, 2020.

This project is driven by two critical needs affecting the City of Santa Rosa's (City) ability to reliably maintain permit-compliant wastewater treatment in the event of power failure: replacement of two emergency generator engines' radiators and the associated buried diesel fuel tank. This project is also an opportunity to construct an onsite gasoline fuel station to serve City fleet vehicles.

Jacobs is excited to partner with the City to implement the best solutions to address these needs. We have assembled a talented team and developed a project approach that will provide the City with the following benefits:



- Expertise: Susan Dennis, one of our most experienced local project managers, will lead the Jacobs' team on this project. She will be supported by our Design Manager, Dan Robillard, Permitting Lead Erika Sawyer, and our subject matter experts who have been specifically chosen based on their work on similar projects. Our team members have worked together previously, and all are committed to this project and are readily available.
- Efficiency: Our goal is to create a collaborative partnership between the City and the Jacobs team to efficiently achieve your project objectives on-time and on-budget and earn your trust. We believe that this relationship can only be built through proactive communication and collaboration. Weekly project manager check-in calls and face to face workshops will establish the basis for our collaboration, and efficiently utilize your busy staff time. The result will be a project that meets your schedule.
- Quality: From ensuring we understand your expectations of us as we work together, to the deliverables
 we submit for your review and the constructed facilities that will serve you for decades to come, our team
 and project approach are focused on delivering quality. In addition, our Principal, Joseph Deery, will
 periodically conduct 'client expectation/satisfaction surveys to confirm we are meeting all your
 expectations, and understand how we can improve your experience working with us.

Our client references can attest to our performance on representative projects. We have a historical relationship with the City and our goal is to reestablish that valued relationship through this project, and for your future needs. Should you have any questions, please direct them to Susan Dennis at susan.dennis@jacobs.com or 408-564-3236.

Sincerely,

Joseph Deery Vice President

Dr Drug

Susan Dennis, PE Project Manager

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2. Project Team

2.1 Project Team Organization for Efficient Delivery

Jacobs has assembled a talented team, presented in Exhibit 2.1: Organization Chart, that is organized for efficient delivery of this project. Our organization is built around an experienced, local project manager who will oversee completion of the entire project, with staff continuity across all tasks for the duration of the project. Our team members are based in our San Francisco, Oakland, Sacramento and Redding offices.

Project Manager Susan Dennis has a reputation with Bay Area utilities for delivering high quality projects on-time and on-budget. She is adept at building collaborative client-consultant teams and has an exceptional ability to communicate complex, technical issues in a manner that is understandable, enabling efficient decision making. Susan is currently assigned to one other project, engineering services during construction for the San Francisco Public Utilities Commission (SFPUC) Biosolids Digester Facilities Project (BDFP) in the role of Project Engineer and Jacobs' Project Manager. At this early stage of the BDFP construction and with a highly functional team supporting her, she is available to work on this project, as required, up to 30 hours per week.

She will work closely with Deputy Project Manager Colin Hoffman who will also manage Jacobs' quality control (QC) process for this project. Susan and Colin are in similar roles on the SFPUC BDFP project and have established a professional rapport that enables them to efficiently and quickly respond to any project needs.

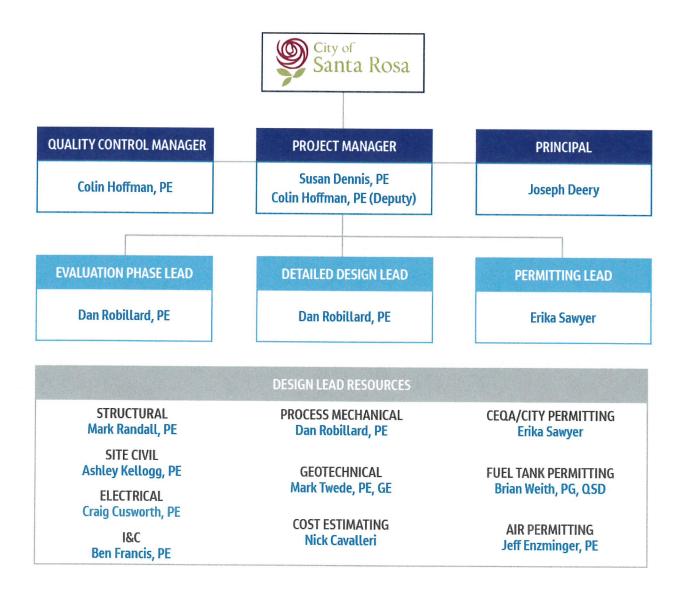
As Principal, Joseph Deery represents Jacobs contractually and will work with Susan to ensure she has the necessary resources to achieve your project goals. He will also periodically 'check in' with your management team to confirm we are meeting all project and team expectations.

Dan Robillard will lead the evaluation tasks and continue into the design and construction phase tasks as Design Manager. Dan will also lead the mechanical discipline work. As Permitting Lead, Erika Sawyer will perform California Environmental Quality Act (CEQA) review and lead other permitting specialists in our integrated and comprehensive permitting strategy. Erika manages much of our Caltrans North Counties' National Environmental Policy Act and California Environmental Quality Act (CEQA) contracts and brings in-depth knowledge of streamlining the permitting process. Completing our team is a group of highly talented discipline experts, in all required project components, who have worked together to deliver similar projects in Northern California and will be available throughout the duration of this project.

The qualifications of each team member are presented in Section 3, Exhibit 3.1: Team Qualifications.



Exhibit 2.1: Organization Chart





4. Work Plan

4.1 Project Understanding

This project is driven by two critical needs that affect the City's ability to reliably maintain permit-compliant wastewater treatment in the event of power failure: replacement of the two emergency generator engines' radiators and replacement of the associated buried diesel fuel tank. This project is also an opportunity to construct an onsite gasoline fuel station to serve City fleet vehicles. The work will be performed to retain these improvements as three separate projects, each including alternative evaluation, design and permitting, and bid/award phases:

- Emergency Generator Radiators Replacement: The radiators are leaking and are at the end of their useful life, impacting availability of emergency power should they fail, to the extent that the engines cannot operate (or would result in damage to the engines). The City has determined that the existing radiators are no longer commercially available. Replacement radiators must be identified that will enable the engines to operate within operational parameters, along with any required retrofits that are necessary to enable installation.
- Emergency Generator Fuel Tank Replacement: The 15,000-gallon underground diesel storage tank has reached the end of its useful life. This is exhibited by deformation of the outer containment wall which prevents the required monitoring of the annular space for leakage. Failure of the tank could impact operation of the emergency generators in the following ways: by fuel loss (leakage into the ground), fuel contamination (from groundwater intrusion), and ultimately the need to empty the tank and remove it from service to manage soil and groundwater contamination. Options for replacement must be evaluated and provisions for interim fuel supply identified during tank replacement.
- Gasoline Fueling Station: The means to fuel City fleet vehicles at the Laguna WWTP enhances O&M efficiencies and reliability. This will be particularly useful to maintaining operations during emergencies such as wildfires, when fuel may not be readily available in the area. Options for the storage tank and fueling station location and configuration must be evaluated.

4.2 Project Approach



Tracy WWTP emergency generator diesel fuel tank with containment.

Jacobs' project approach focuses on creating a collaborative partnership between the City and the Jacobs team to efficiently achieve your budget, schedule and quality objectives. It's been a decade since Jacobs (then CH2M) worked with your staff, so our goals are to establish, at the outset, how we can best work together to make the right decisions, understand and meet your expectations for quality, and earn your trust. To accomplish these goals, we propose a collaborative workshop-based approach.

Each workshop will be structured around decisions that are needed at that project juncture. We understand your staff's time is valuable and we will plan each workshop for the most efficient use of their time. Prior to each workshop, we will provide a detailed agenda including

objectives and expectations for decisions to be made, as well as background information. During each workshop, we will review the information related to each decision to be made – this is intended to be a collaborative



discussion with your staff, rather than a presentation. Undoubtedly, some issues may require follow up discussions in the next workshop, before a decision can be made. We have accounted for this flexibility when we developed the project schedule.

We have assumed the alternative evaluations can be accomplished in two workshops, with time allotted for the radiator's replacement, diesel tank replacement, and gasoline fueling station discussions in each workshop.

4.2.1 Evaluation Phase

In this phase, we will work with City staff to identify viable alternatives for each of the three project components: radiators replacement, diesel tank replacement, and gasoline fueling station. Concepts will be developed to a conceptual engineering level to enable an evaluation based on cost and other factors that are important to staff such as O&M impacts, permitting complexity, and ease of maintenance. In addition, it is imperative that we fully understand your operational needs, to mitigate any service disruptions as we develop the alternatives. A key decision will be whether to install the two fuel tanks above or below grade. For the gasoline fuel tank, permitting would be significantly simpler with above grade installation.

In this phase we will also decide on bid packaging – whether there are cost or schedule advantages to combining the three project components into a single bid package or two packages.

EVALUATION PHASE KICKOFF WORKSHOP AGENDA

- Meeting objectives and planned decisions
- · Team introductions, roles and responsibilities
- Confirm scope, schedule and deliverables
- Communications
- · How we will make decisions as a team
- Site constraints, O&M objectives, design criteria for alternatives development
- · Brainstorm alternatives
- · Decisions made
- Next meeting date and agenda
- Site visit

An evaluation technical memorandum will be prepared for each project component detailing the design criteria, alternatives considered, criteria selected for evaluation of alternatives, conceptual level descriptions, sketches and site layouts of the alternatives evaluated, cost estimates, and recommendations for implementation.

4.2.2 Design Phase

During the design phase, we will prepare detailed design packages (drawings and technical specifications) for the selected alternative from the evaluation phase for each of the three projects. Each deliverable package will follow the submittal requirements outlined in the Deliverable section of the City of Santa Rosa's Design Services Terms for Capital Improvement Projects document. However, due to the focused content and relative brevity of each of the three design packages, we propose combining the City's listed 40% and 75% submittal packages into a 60% submittal package for each project. The 60% submittal will include the plans, technical specifications, and engineer's estimate typically required at the 75% submittal.

We will schedule workshops to review the 60% and 90% design submittals with your team. Both workshops will cover all three projects. Throughout the design phase we will also schedule online meetings to review design concepts with your staff, and any questions the design team may have.

In addition to the detailed design packages, we will perform an electrical arc flash study to analyze the changes to the existing electrical system for their arc flash potential. It is assumed that the City already has a current electrical arc flash model for the plant that can be up updated with any changes resulting from the three projects. We will perform updates to the existing arc flash model and work with your team to develop format and content for flash protection labels for new equipment that will be included in the specifications.



4.2.3 Project Management

Proactive project and quality management are essential to the success of this project. At project initiation, we will work with you to agree on how we will communicate on regular project check-ins, the format for monthly status reporting and invoicing, and other information that provides assurance that the project is proceeding within scope, schedule and budget. In addition, we will conduct a Client Expectation Survey to confirm your expectations of us for project delivery.

We suggest that Susan Dennis and Tanya Mokvyts have weekly project manager check-ins with a standing agenda to review the past week's work activities and a look-ahead, financial and schedule status, and any issues that require direction or resolution with City staff. We will also ask for feedback on our overall performance, including quality.

4.2.4 Quality Management

Our approach to quality assurance (QA), QC, and performance is based on continuous interactions to align our team and deliverables to your goals, objectives, and expectations. Our quality management approach includes two key elements:

- Quality Objectives: these will be identified for all project deliverables. No deliverables will be submitted to the City without appropriate QA/QC review
- A Quality Management Plan (QMP): this will identify the activities and deliverables that will be reviewed. The QMP will also identify the when, whom, and how the reviews will be documented and resolved

Susan will work with our Quality Manager Colin Hoffman to assure appropriate QA/QC reviewers are assigned to the project. Reviewers typically include senior discipline experts with knowledge of the work but who have not been involved in the day to day development of the deliverables, thus providing an independent critique of the work products. Colin will oversee the scheduling, execution, and close-out of each review.

In addition, as part of our Sarbanes Oxley reporting, Jacobs conducts internal monthly meetings on every project, that bring in senior operations leaders, to ensure quality and delivery are being met, in accordance with our proposed scope, schedule and fee.

4.3 Understanding of Current Permits and Regulations

Permitting requirements can significantly influence the alternative evaluations, alternatives selected for implementation, and features that must be incorporated in the drawings and specifications. As part of the permitting strategy we have outlined the following strategies and assumptions in Exhibit 4.3: Strategies and Assumptions, to guide project approvals for the three project components.

Exhibit 4.3: Strategies and Assumptions

Permit/Issuer	Strategy/Assumptions
CEQA Compliance	 Review existing EIR to include project description, CEQA checklist and Avoidance and Minimization Measures to assess similarities to proposed project components. Our strategy, working with City environmental planning staff, will assess whether an Addendum to the EIR may be prepared or if the proposed project components can qualify under a Categorical or Statutory Exemption in lieu of a subsequent EIR. Our strategy will also assess whether project components can qualify under a Categorical or Statutory Exemption to expedite the process. Level of environmental document will depend on minimizing potential environmental impacts. Our strategy will outline the technical studies and resource sections that will need to be updated as part of the EIR Addendum. If a new Initial Study/Negative Declaration is required, this may be prepared at the request of the City under a separate Task Order.
General Plan and Zoning Code	 As part of our strategy we will prepare a General Plan and Zoning Code consistency matrix to assess how the proposed project components meet the goals and policies of the City's general plan and the existing zoning districts permitted uses. It is assumed that the Gasoline Fueling Station would require a Zoning Clearance and/or Conditional Use Permit (CUP). Findings to support the Zoning Clearance and or CUP will be prepared. Additional permits may be prepared at the request of the City under a separate Task Order.
Building Permit Packages	 As part of the preparation of the bid packages, we will review each draft building permit set for consistency with City codes. As part of the plan check, it is our understanding that plans will be routed to various City departments, including the Fire Department, which has jurisdiction over the installation and removal of fuel tanks.
State Water Resources Control Board	 All project components, plans, and designs will comply with Underground Storage Tank requirements and other federal, state and local regulations. Our permitting strategy will identify all necessary testing or other studies that need to be completed.
Bay Area Air Quality Management District (BAAQMD)	 We will confirm BAAQMD and other permitting needs related to air emissions associated with the projects' improvements. We will also prepare necessary permit applications for submission by the City, and coordinate with the design team to incorporate any expected or identified permit conditions into the design.

4.4 Schedule

Given the criticality of the emergency generator work, the schedule shows completion of the design in 11 months.

We have made assumptions on the time required for City reviews and target completion. However, if desired, we can add additional time for reviews or meetings, or adjust the schedule to accommodate faster delivery.

Ability to meet time schedules: Jacobs understands how critical this project is and has the ability and commitment to deliver this project as proposed. We commit our proposed staff for this project and confirm their availability for the duration of their project roles. Should issues arise affecting required expertise or your desired schedule, we have the depth and breadth of resources to respond and meet your needs.

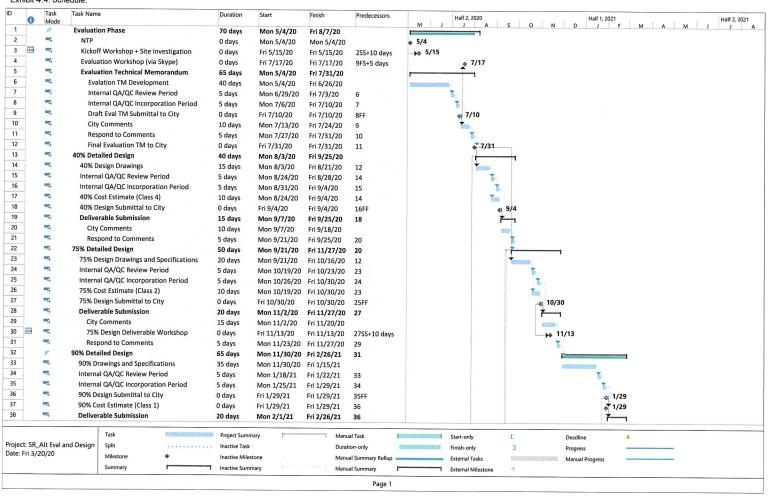
Our proposed schedule is presented in Exhibit 4.4: Schedule.

JACOBS' PROVEN ABILITY TO DELIVER

Jacobs is currently delivering the Elk River WWTP cogenerate replacement project, similar in scope and scale to your project. Dan Robillard is the design manager.

- Design initiation: June 2019
- 90% Design: December 2019
- 100% Design: expected February 2020

Exhibit 4.4: Schedule.



0	Task Mode	Task Name	Duration	Start	Finish	Predecessors		Half 2, 2020	s f a	Half 1, 202	1	Half	2, 2021
39	my .	City Comments	15 days	Mon 2/1/21	Fri 2/19/21		M J	JA	S O N		F M A	M J J	
10	mary.	90% Deliverable Workshop (via Skype)	0 days	Fri 2/12/21	Fri 2/12/21	36SS+10 days					2/12		
1	many	Respond to Comments	5 days	Mon 2/22/21	Fri 2/26/21	39				_	PO 2/12		
2	HILL!	100% Design Complete	30 days	Mon 3/1/21	Fri 4/9/21	41					18-		
3	2000	100% Design Specifications	20 days			41							
4	ang.	100% Design Drawings		Mon 3/1/21	Fri 3/26/21						IR MANAGER		
5	===		20 days	Mon 3/1/21	Fri 3/26/21						PROPERTY.		
6		Bid Documents and Final QA/QC	10 days	Mon 3/29/21	Fri 4/9/21	44					Your		
	mg,	100% Design Submittal to City	0 days	Fri 4/9/21	Fri 4/9/21	45FF					4	/9	
7	mg,	Bid and Award Contract	50 days	Mon 4/12/21		46					*	1	
В		Engineering As-Needed Support	50 days	Mon 4/12/21	Fri 6/18/21						19890	CONTROL CONTROL DE	
9	THE PARTY	Bid Period	15 days	Mon 5/17/21	Fri 6/4/21	46FS+25 days						1-1	
0	non-	RFIs/Addendums	15 days	Mon 5/17/21	Fri 6/4/21	46FF+25 days						10000004	
1	MIP)	Permitting	250 days	Mon 5/4/20	Fri 4/16/21	255	1		-				
2	me,	CEQA Categorical or Statutory Exemption	20 days	Mon 5/4/20	Fri 5/29/20						•		
3	me,	Categorical Exemption Documentation -	Dra 10 days	Mon 5/4/20	Fri 5/15/20		ENG-						
1	HEILE.	Categorical Exemption Documentation -	Fin 10 days	Mon 5/18/20	Fri 5/29/20	53	Torres						
5	muz-	BAAQMD permit application	150 days	Mon 9/21/20	Fri 4/16/21	1355,2255			-				
5	mag-	Meet with BAAQMD to review project	30 days	Mon 9/21/20	Fri 10/30/20	production of the contract of			A DESCRIPTION OF THE PARTY OF T				
7	mag-	Prepare permit application	150 days	Mon 9/21/20	Fri 4/16/21	1355,2255			A DESCRIPTION OF THE PROPERTY				
В	ent?	Construction Period	220 days	Mon 6/21/21	Fri 4/22/22	47		•	PERSONERUMENCHINIS			1	
1													
		Task	Project Summ	nary	Manu	val Task	NASACK OLUSIAN SANDAN SANDA	Start-only	Е	Deadline	4		
		nd Design Split	3.5	nary		ual Task	NEACCONSTRUCTION OF THE STATE O	Start-only Finish-only	E 3	Deadline Progress			
iect: SR_i		20,000	350		Durat		HERCONSTRUCTORS AND A STATE OF THE STATE OF			Progress	4		
		nd Design Split	Inactive Task	itone	Durat Manu	tion-only		Finish-only	3		4		

6. Scope of Services

Jacobs' scope of services is as follows:

6.1 Task 1 – Project Management

Jacobs will initiate and manage project activities, schedule and budget, change, and plan work to complete activities in a properly integrated and timely manner. Project management activities will include progress monitoring, project team coordination, health and safety stewardship, project administration, and project QC management.

Jacobs will conduct monthly conference calls with the City project manager and City team to discuss status and any project issues.

Deliverables:

 Monthly progress report showing a summary of the project team activities, project status and invoice consistent with City format requirements.

6.2 Task 2 – Evaluation Phase

The Evaluation Phase will provide the City with recommendations for improvements to be implemented for each of the three project components:

- Emergency Generator Engine Radiators Replacement
- Emergency Generator Fuel Tank Replacement
- New Gasoline Fueling Station

Each evaluation will consider alternatives for the major elements within each component and serve as the basis of design to document the approach and standards for each engineering discipline, and to provide initial guidance for permitting requirements, estimated costs, and recommendations. Estimated costs for the purpose of comparing alternatives will be developed to a Class 5 Estimate per AACE.

All major decisions regarding the type and location of the facilities to be implemented will be decided in this phase.

Workshops and Meetings: One in-person workshop will be held at the City of Santa Rosa for project kickoff/ site visit. The workshop will be attended by up to four (4) Jacobs staff members including the project manager and task lead/design manager. The workshop will cover all three project components. Workshop draft agenda and presentation materials will be submitted to City one week prior to workshop date.

A project evaluation review workshop will be held after the draft Evaluation Technical Memorandum (TM) has been submitted to discuss the findings and recommendations, receive City feedback, and make decisions regarding all major items. This workshop will be conducted remotely.

Deliverables:

- Kickoff workshop: draft agenda and presentation materials, and meeting minutes (draft and final)
- Evaluation TM (draft and final) in electronic PDF format; a single TM with sections for each project component
- Evaluation review workshop: draft agenda and presentation materials, and meeting minute (draft and final). This will be conducted remotely.



6.3 Task 3 – Detailed Design

A single design package will be prepared to implement the selected alternative from the Evaluation Phase Task for each of the three project components. The design package will incorporate Jacobs phased delivery process using standard checklists and an independent Quality Control review team selected specifically for each project.

In addition to complying with submittal requirements outlined in the Deliverable section of the City of Santa Rosa Design Services Terms for Capital Improvement Projects document, Jacobs will provide electronic versions in .pdf format for the City's review.

Jacobs will coordinate our master technical specifications with the 'Front End' specifications prepared by the City. The Jacobs master specifications use Construction Specifications Institute (CSI) standards format and will be customized for the specific requirements of the project. Technical specifications will be provided with the 75%, 90% and 100% design submittals.

Workshops and Meetings: It is assumed that there will be one in-person workshop held at the City of Santa Rosa to review the 75% design documents. A second workshop, hosted remotely, will be held to review the 90% design documents. Each workshop will be attended by up to five (5) Jacobs staff members including the project manager and design manager.

Teleconference or web-hosted meetings between the design team and City staff will be conducted as needed during the detailed design process.

3.1 - Design Elements

Emergency Generator Engine Radiators Replacement: Replaces the cooling radiators of two emergency generators.

Generator Fuel Tank Replacement: Replaces an existing 15,000-gallon diesel fuel storage tank to fuel the existing emergency generators.

Gasoline Fueling Station: Includes a new gasoline storage tank and vehicle fueling station at a location to be determined on the plant site.

Services to be performed by Jacobs include:

- One site visit by up to three engineers will be conducted
- Up to 41 drawing sheets
- A complete set of technical specifications
- Cost estimates with the 40%, 75%, and 90% deliverable using the City supplied Microsoft (MS) Excel spreadsheet template.

Deliverables:

- 75% and 90% workshop meeting notes (draft and final).
- Interim construction drawings (40%, 75% and 90% complete) for review by City in .PDF format.
 Engineer's cost estimate will be included with each deliverable. Technical specifications will be provided in .PDF format with the 75%, 90% and 100% design submittals.
- Written responses to all City review comments.
- One set of final construction drawings and specifications, electronically signed and stamped by registered California professional engineers, in .PDF format.
- One set of final construction drawings printed on mylar, stamped and wet signed by registered California professional engineers.
- Final approved project plans in electronic AutoCAD format, and all related files in MS Word, MS Excel, and PDF formats as appropriate.



6.4 Task 4 – Bid Phase Services

Jacobs will provide services to assist the City with selection of a single construction contractor for the construction project. These services will consist of the following:

- Responding to bidders' technical questions and requests for additional information and preparing contract addenda, as requested by the City. A set of conformed Construction Documents incorporating all addenda will not be produced.
- At this time the City does not plan to conduct a pre-bid conference and site walk-through, nor require engineering assistance with technical evaluation of bids received.

6.5 Task 5 – Permitting Assistance

5.1 - General CEQA and Permitting Support

As part of this task, Jacobs assumes that the Emergency Generator Engine Radiators Replacement and Emergency Generator Fuel Tank Replacement may qualify under a Categorical or Statutory Exemption per CEQA. If allowable under CEQA as a Categorical or Statutory Exemption, Jacobs will complete the Categorical or Statutory Exemption form to file with the City. If the New Gasoline Fueling Station requires a Zoning Clearance and/or Conditional Use Permit (CUP), this is not covered under this task.

5.2 - Air Permitting

Jacobs will confirm BAAQMD permitting needs related to air emissions associated with the project improvements. Jacobs will prepare necessary permit applications for submission by the City, and coordinate with the design team to incorporate any expected or identified permit conditions into the design.

Deliverables:

- CEQA Categorical or Statutory Exemption form (draft and final) for the Emergency Generator Engine Radiators Replacement and Emergency Generator Fuel Tank Replacement
- BAAQMD permit applications (draft and final)

6.6 Task 6 – Services During Construction

As part of this task, Jacobs will perform the construction support activities outlined below, which include in-office engineering support, site observation visits, and production of as-built record drawings. Jacobs will not regularly attend weekly construction progress meetings. It is assumed the City's Construction Management team will manage all construction related activities, including all document management.

6.1 – In-Office Engineering Support

Jacobs will provide engineering support services to include review of product submittals, Contractor requests for information (RFIs), and change orders (if needed). The budget assigned to this subtask will provide approximately 180 hours of in-office engineering time. The budget for this task will not be exceeded without written authorization by the City.

Deliverables:

 Responses to submittals and RFIs, and preparation of change order technical information as requested, within budget allowance.



6.2 - Site Observations

Jacobs will conduct site visits to make observations of the construction work. The observations will be made to review general conformance of the work to the Contract Documents. It is assumed the City's Construction Management team will conduct all onsite inspections. Up to four (4) person-site visits will be conducted.

Deliverables:

• Brief field reports document site visit findings, transmitted electronically.

6.3 – Record Drawings

Jacobs will prepare a set of as-built Record Drawings following construction completion to incorporate changes made during construction. All drawing markups must be compiled and provided by others and no field verification of the drawing markups or other changes will be provided. An electronic version of the Drawings will be provided in PDF format.

Deliverables:

• One set of final record drawings based on as-built information provided by City, transmitted electronically in PDF format.

6.7 Scope of Work Assumptions

Assumptions used in developing this Scope of Services include:

- Bidding documents will be prepared for a single project that includes the radiators replacement, diesel fuel tank replacement, and new gasoline fueling station.
- The preparation of bidding documents for the pre-purchase of equipment and materials is not included in this scope of services.
- The replacement diesel fuel storage tank will be installed above grade.
- The new gasoline storage tank will be installed above grade.
- Cost estimates will be provided with each design deliverable for each project per ACCE.
 - Evaluation TM (Class 5 estimate)
 - 40% design submittal (Class 4 estimate)
 - 75% design submittal (Class 2 estimate)
 - 90% design submittal (Class 1 estimate)
- At least one vendor will be named for each manufactured component or piece of equipment with provisions for an "or equal" to be proposed by the contractor and subject to approval by the engineer.
- City will provide any survey information as required for the project.
- Jacobs will rely upon existing geotechnical information from previous work at the Laguna Plant to establish geotechnical design criteria for the project. No geotechnical investigations will be performed.
- City will prepare 'Front End' Divisions 00 and 01 specifications.
- Jacobs will not prepare an electrical arc flash model for the project facilities. The specifications will
 require the construction contractor to provide an updated arc flash model, if required, and also to
 provide any required arc flash protection labels for new equipment.
- For each deliverable, City will provide compiled and reconciled review comments.



- Bidding services level of effort are based on two addenda being prepared for the project. Addenda will be distributed by the City.
- Monthly progress reports and invoices, and project status calls are based on a 11-month project design duration and a 10-month construction duration.
- If a new Initial Study/Negative Declaration is required for CEQA compliance, this may be prepared at the request of the City under an amendment or separate Task Order.
- The design will be based on the federal, state, and local codes and standards in effect at the start of the project.
- Any changes in these codes may necessitate a change in scope.
- Jacobs will not prepare updates to the existing plant operations and maintenance (O&M) manual.
- The manufacturer representatives will provide startup and commissioning assistance.



7. Cost Proposal

This section presents Jacobs preliminary drawing list, rate schedule, and fee table. The fee table corresponds with the Scope of Services presented in Section 6.

7.1 **Preliminary Drawing List**

The following preliminary drawing list is the basis for our cost proposal.

Sheet Count	Discipline	Drawing Title
General		
1	General	Cover Sheet/Drawing Index
2	General	General Abbreviations
3	Civil/Yard Piping	Site Civil and Yard Piping Legend
4	Structural	Structural Legend
5	Process Mechanical	Mechanical Legend
6	Instrumentation & Controls	Instrumentation and Control Legend 1
7	Instrumentation & Controls	Instrumentation and Control Legend 2
8	Electrical	Electrical Legend 1
9	Electrical	Electrical Legend 2
Diesel Fuel Tai	nk Replacement	
10	Civil/Yard Piping	Overall Facility Site Plan
11	Civil/Yard Piping	Site Civil Plan
12	Process Mechanical	Demolition
13	Structural	Plan
14	Structural	Sections/details
15	Process Mechanical	Plan
16	Process Mechanical	Sections/details
17	Instrumentation & Controls	Fuel Tank I&C
18	Electrical	Plan
19	Electrical	One-lines
20	Electrical	MCC
21	Electrical	Yard Electrical
Gasoline Fuelii	ng Station	
22	Civil/Yard Piping	Site Civil Plan
23	Structural	Plan
24	Structural	Sections/Details
25	Process Mechanical	Plan
26	Process Mechanical	Sections/Details
27	Process Mechanical	Sections/Details
28	Instrumentation & Controls	Fuel Tank I&C



Sheet Count	Discipline	Drawing Title
29	Electrical	Plan
30	Electrical	One-lines
31	Electrical	MCC
32	Electrical	Yard Electrical
Generator Engl	ine Radiators	
33	Process Mechanical	Demolition
34	Process Mechanical	Plans and Sections
35	Electrical	Plan
36	Electrical	One-line/MCC
Standard Detail	ils	
37	Civil/Yard Piping	Civil Standard Details
38	Structural	Structural Standard Details
39	Process Mechanical	Mechanical Standard Details
40	Instrumentation & Controls	I&C Standard Details
41	Electrical	Electrical Standard Details

7.2 Fee Table

Our proposed fee table corresponding with the Tasks presented in Section 6 is provided on the next page.

Rate Schedule Jacobs Engineering Group Inc. Professionals and Technicians* Hourly Billing Rates**

Classification	2020 Jacobs Rate
Principal Technologist/Sr. Project Manager	\$265
Sr. Technologist/Project Manager	\$250
Engineering Specialist*/Associate Project Manager	\$235
Project Engineer*	\$225
Associate Engineer*	\$150
Staff Engineer2*	\$140
Staff Engineer1*	\$130
Senior-Level Technician	\$185
Mid-Level Technician	\$130
Junior Technician	\$90
Office/Clerical/Accounting	\$120

^{**}These rates are effective through December 31, 2020. Rates are subject to annual escalation.

A mark-up of 5% shall be applied to all Subcontracts and Outside Services.

A Health & Safety charge will be applied to all labor hours of employees who are currently enrolled in the JACOBS Comprehensive Health and Safety Program.

An additional premium of 25% shall be added to the above rates for Expert Witness and Testimony Services.

^{*}Includes engineering, consulting, planner, and scientist disciplines.

	\$ 265	\$ 225	\$ 225	\$ 225	\$ 130	\$ 225	\$ 140	\$ 150	\$ 225	\$ 225	\$ 225	\$ 130	\$ 150	8	\$ 150	\$ 235	\$ 235	\$ 130	\$ 250	\$ 235	\$ 120		
a Rosa - Alternatives Evaluation and Engineering gn Services 3/20/2020 Description	Susan Dennis, PM	Colin Hoffman, E Deputy PM & QC	ME OC Team	Dan Robillard, DM	Kevin Martinez, SH Proc-Mech	Mark Randall, Structural Lead	Chad Burke, Structural	Ashley Kellogg,	Mark Twede,	Craig Cusworth,	Ben Francis, H I&C Lead	Timothy Hill,	Dave Cave, CAD	SH Jesse Minor, CAD	Nick Caveleri, Cost	Erika Sawyer,	Jasmin Mejla,	Sam Schoevaars,	Jeff Enzminger,	Brian Weith, Fuel	Admin Support	Expenses	
Project Management			154 HIS	144 Hrs	324 HIS	19 mis	/5 H/s	// Hrs	19 Hrs	61 Hrs	40 H/s	119 Hrs	2/8 Hrs	296 Hrs	198 Hrs	8 Hrs	UHrs	8 Hrs	16 Hrs	16 Hrs	131 Hr		\$42,5
LABOR EXPENSE	40	100																			31	\$ 5,000.00	\$37,
Evaluation Phase LABOR	0 Hrs	0 Hrs	20 Hrs	34 Hrs	104 Hrs	7 Hrs	9 Hrs	9 Hrs	8 Hrs	10 Hrs	0 Hrs	17 Hrs	8 Hrs	0 Hrs	8 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hr		\$41,5
EXPENSE				34		- '	. 9	, ,														\$ 3,000.00	\$3,
Detailed Design Emergency Generator Engine Radiator Replacement	0 Hrs	0 Hrs	114 Hrs	90 Hrs	200 Hrs	12 Hrs	66 Hrs	68 Hrs	11 Hrs	51 Hrs	40 Hrs	102 Hrs	270 Hrs	280 Hrs	190 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	95 Hr		\$240, \$31
LABOR		PRODUCTION OF	18	10	40	4	100000000000000000000000000000000000000		BEREIO CON	3		18	30	30	40	REAL DATE	ELIZABETH .	PRINCIPLE	NAME OF TAXABLE	2000000	19	25/47/5/5/20	\$30
EXPENSE Diesel Fuel Tank Replacement	ONE STORY	PERSONAL PROPERTY.	10000000	SACRED SET	admin to	0000000			REPORT D	90090000	NA CONTRACTO	DISK STREET	and the latest statest and the latest statest	STATE SERVICE	SCHOOL STATE	OCCUPATION OF		0000000	STATE OF STA		NOTICE OF	\$ 1,000.00	\$1 \$104
LABOR	025062200	arresta and	48	40	80	. 4	32	20	5	44	20	36	120	125	75		- AND THE PERSON NAMED IN	2007-25-700	00000000		31	SSAN/ROUSES	\$103
EXPENSE Gasoline Fueling Station	200000000	PACKET STATE	AND DESCRIPTION OF THE PERSON			THE COLUMN	and the same of		1000000000	ADESTICATES	Section Const	roineannine	San Colored		CONTROL OF	osivene	and the same of the	90100000	NAME OF TAXABLE PARTY.	NORTH BUT	· ·	\$ 1,000.00	\$1 \$102
LABOR .	State of the	DESCRIPTION OF THE PARTY OF THE	48	40	80	4	34	48	6	4	20	48	120	125	75	DALES F.	20/3/204	SCHOOL SECTION	20/02/20/20	meases	4	100000000000000000000000000000000000000	\$100
EXPENSE Bidding Services	0 Hrs	10 Hrs	0 Hrs	20 Hrs	20 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	Alles	0 Hrs	0 Hrs	0 Hrs	16 Hrs	0 Hrs		0 Hrs	0 Hrs	0 Hrs		0 Hr	\$ 1,000.00	\$1 \$11
LABOR	Ohis	10 110	Unis	20 1113	20 1115	Unis	Unis	Unis	Unis	Unis	Unis	O HIS	Unis	16	Unis	Unis	Unis	UHIS	Unis	0 Hrs	Uni	-	\$11
EXPENSE Permitting Assistance	0 Hrs	8 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	Otto	. Otto	0 Hrs	0 Hrs	0 Hrs	0 Hrs		8 Hrs	-					7	\$12
General CEQA and Permitting Support Compliance	UHIS	8 MIS	UNIS	UNIS	Unis	UMIS	UHIS	UNIS	0 Hrs	0 Hrs	UHIS	UHIS	UHIS	UHIS	0 Hrs	8 Hrs	0 Hrs	8 Hrs	16 Hrs	16 Hrs	0 Hr		\$12
LABOR	or and a second		-	No. of Lot, Lot, Lot, Lot, Lot, Lot, Lot, Lot,	-	- Contraction	S-00000000000	and an artist of	-			-		anatorias		8		8		16	and the same		\$4
Air Permitting LABOR		8			20200		MEDICINE	MESONAL PROPERTY.			STATISTICS.		THE REAL PROPERTY.	PERSONAL PROPERTY.	Mechani	1233063	100000		16		2000		\$1
Services During Construction	10 Hrs	40 Hrs	0 Hrs	0 Hrs	120 Hrs	0 Hrs	36 Hrs	14 Hrs	0 Hrs	0 Hrs	0 Hrs	50 Hrs	0 Hrs	52 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	40 Hr		\$52
In-Office Engineering Support LABOR	10	40			102		26	12			SEE, CLES	38		12				10.71.232	Reflect	SCHOOL STREET	4		54
Site Observations										SE AN	No.		RONG										S
LABOR EXPENSE					8		. 8					. 8										\$ 800.00	\$1
Record Drawings	Marie M.								NOTE:					1800	MARK T								5853
LABOR					10		2	2				4		40								Sub Total	\$400
Contingency																200					1		\$40,
City 10% Contingency LABOR	ASSESSED BY						Salva Ser	200			0.000	1724 1772.70							Sider			10% Budget	\$40
nptions:																						Grand Total	
Bidding documents will be prepared for a single project. The preparation of bidding documents for the pre-purcl. The replacement diesel fuel storage tank will be installe. The new gasoline storage tank will be installed above gr Cost estimates will be provided with each design deliver o Evaluation TM (Class 5 estimate). 20% design submitted (Class 4 estimate)	hase of equ ed above gr rade.	uipment ar rade.	nd materia	ls is not in					asoline fu	eling stati	on.												
o 75% design submittal (Class 2 estimate) o 90% design submittal (Class 1 estimate) At least one vendor will be anmed for each manufacture City will provide any survey information as required for			e of equip	ment with	n provision	s for an *c	or equal* to	o be propo	osed by th	e contract	or and sub	ject to app	oroval by t	he engine	er.								
 Jacobs will rely upon existing geotechnical information City will prepare 'Front End' Divisions 00 and 01 specific Jacobs will not prepare an electrical arc flash model for 	from previ ations. the project	ous work a t facilities.													ned.								
 The specifications will require the construction contracte For each deliverable, City will provide compiled and rece Bidding services level of effort are based on two addend Monthly progress reports and invoices, and project statu 	onciled rev da being pr	iew comm epared for	ents. the projec	ct. Adden	da will be d	listributed	by the Cit	y.			ction label	ls for new e	equipment	L									
	r CFOA cou	maliance	thic may h	e prepare	d at the rea	nuest of t	ha City unr	der an ame	andment r	or senarate	Task Ord	er											
 If a new Initial Study/Negative Declaration is required fo The design will be based on the federal, state, and local Any changes in these codes may necessitate a change in Jacobs will not prepare updates to the existing plant op 	codes and scope.	standards	in effect a	t the stan	of the pro		ne eny une	acr un um	enoment t	or superior.													



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/14/2020

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(les) 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).

	ints to the certificate holder in field of s	uch endorsemer	it(s).		
PRODUCER LIC #0437153	1-212-948-1306	CONTACT NAME:			
Marsh Risk & Insurance Servic	tes	PHONE		FAX (A/C, No): 1-212	040 4000
CIRTS Support@jacobs.com		(A/C, No, Ext): E-MAIL		(A/C, No): 1-212	-948-I306
633 W. Fifth Street		ADDRESS:			
			INSURER(S) AFFORDING COVERAGE		NAIC#
Los Angeles, CA 90071		INSURER A : ACE	AMER INS CO		22667
INSURED		INSURER B:		***************************************	
Jacobs Engineering Group Inc.		INSURER C:			
C/O Global Risk Management		INSURER D:			
1000 Wilshire Blvd., Suite 21	100	INSURER E :			
Los Angeles, CA 90017		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 59040688		REVISION NU	MBER:	
THIS IS TO CERTIFY THAT THE POL	ICIES OF INSURANCE LISTED BELOW HA	VE BEEN ISSUED	TO THE INSURED NAMED ARON	/E FOR THE POL	ICA BEBIUD

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.

L	SR ADDISUBRI POLICY FEE POLICY FEE							
INSR LTR	TYPE OF INSURANCE		VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY			HDO G71565129	07/01/19	07/01/20	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 500,000
	X CONTRACTUAL LIABILITY		l				MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			ISA H25295511	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SCF C65892327 (WI)	07/01/19	07/01/20	X PER OTH- STATUTE ER	
A.	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WCUC65892285 (AK, LA, OH, T	KØ 7/01/19	07/01/20	E.L. EACH ACCIDENT	\$ 1,000,000
A	(Mandatory In NH)			WLR C65892248 (AOS)	07/01/19	07/01/20	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	A PROFESSIONAL LIABILITY			EON G21655065 010	07/01/19	07/01/20	PER CLAIM/PER AGG	1,000,000
	"CLAIMS MADE"						AGGREGATE	
				***			DEFENSE INCLUDED	

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

PROJECT MGR: Susan Dennis. CONTRACT MGR: Karen Anuszczyk. RE: Alternatives Evaluation and Engineering Services for Emergency Generator Engine Radiators and Fuel Tank Replacement. CONTRACT END DATE: 7/26/2022. SECTOR: Public.

*\$2,250,000 SIR FOR STATES OF: AK, LA, OH, TX. The City of Santa Rosa, its officers, agents, employees and volunteers are added as an additional insured for general 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. Waiver of subrogation is hereby granted in favor of cert holder for GL, AL and WC. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN

CERTIFICATE HOLDER	CANCELLATION
City of Santa Rosa	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
4300 Llano Road	AUTHORIZED REPRESENTATIVE
Santa Rosa, CA 95407	A STRONGED REPRESENTATIVE

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ADDITIONAL INSURED - AUTOMATIC STATUS

	Named Insured Jacobs Engineering Group Inc. Endorsement Number 252				
Polcy:		Policy Number G71565129	Policy Period 07/01/2019 10 07/01/2020	Effective Date of Endorsement	
1		e of Insurance Compar an Insurance Comp	at t	ann an Masan (1900) an an an aide inn aine ainmeire na an aire meat sui rea maineachail paghail airean, agus d	

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.

Workers' Compensation and Employers' Liability Policy Named Insured **Endorsement Number** JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 1000 Policy Number LOS ANGELES CA 90017 Symbol: WER Number, C65892248 Policy Period Effective Date of Endorsement 07-01-2019 TO 07-01-2020 07-01-2019 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. CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us. You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule. Schedule 1. () Specific Waiver Name of person or organization: (X) Blanket Waiver Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. Operations: ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT 3. Premium: The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described. 4. Minimum Premium: \$0

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

Named Insured	Jacobs Engineering Group i	ng.	Endorsament Number 13
Policy Symbol HDO	li•	Policy Period 07/01/2019 TO 07/01/2020	Effective Date of Endorsement
ACE America	e of Insurance Company) in Insurance Company		Les Aux - 11 h h (A file alternated accommoded by a file accommode accommod

fisset the policy number. The remainder of the information is to be completed only when this endorsement is lasted autosequent 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.
- 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
 - 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.
- 1. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

CYLLO

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

Wastell Insured Jacobs Engineering Group	Inc.	Endorsement Number
ISA H25295511 Issued By (Namo of Insurance Company)	Palcy Feriod 07/01/2019 TO 07/01/2020	3 Effective Date of Endorsement
ACE American Insurance Company From the policy number. The remaider of the inform	nakon is in ber to mpialed anly when this embershment is issued subseq	course self so recleanish self of the

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 efectronic 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
- 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 formal 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 logal 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 fiability 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.
- Q. 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 a-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 ondersement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- 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 Poticy remain unchanged

CHERR

Authorized Representative

Workers' Compensation and Employers' Lishillty Policy

TOOD WILSHIRE BOULEVARD SUITE 1000 LOS ANGELES CA 90017 Policy Period O7-01-2019 TO 07-01-2020 Instituted Sy (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY Insert the policy surdicer. The remainder of the information is to be compared only when this endorsement is issued to be compared only when this endorsement is issued subsequent to the consequent.	JACOBS ENGINEERING GROUP INC.	Endo:sement Number
Policy Period 07-01-2019 TO 07-01-2020 Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	1000 WILSHIRE BOULEVARD SUITE 1000 LOS ANGELES CA 90017	
07-01-2019 TO 07-01-2020 Corporate Of Endorsement 07-01-2019 Corporate Of Insurance Company) ACE AMERICAN INSURANCE COMPANY	12 Clare Planta at	A APPLICATION OF A STATE OF THE PROPERTY OF TH
07-01-2019 07-01-2020 07-01-2019 O7-01-2019 O7-		Effective Oale of Endorsement
ACE AMERICAN INSURANCE COMPANY	07-01-2019 10 07-01-2020	
ACE AMERICAN INSURANCE COMPANY Insert the policy number. The remainder of the information is to be considered adjusted the information.	Issued By (Warrie of Insurance Company)	and the second s
Insert the policy number. The remainder of the information is to be considered only of the information in the information in the considered only of the information in the information i	ACE AMERICAN INSURANCE COMPANY	
	Insert the policy number. The remainder of the monnation is to	The completed only when this applycanting a largest substantian and forth

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

- A. If we cancel this Policy pilor 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
- 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
 - 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 Namod 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 ecoperate 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.

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The second little of the second little and t	Authoriz	ed Representa	IIV6	-
- Martinese and the second second	The state of the s		and the same are in the same approximate the same and the	in the party pages of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Engine	eering Group Inc.	Endorsement Number 7	
Policy Symbol EON	Policy Number G21655065 010	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement 07/01/2019
Issued By (Name of In ACE American	nsurance Company) n Insurance Company		

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE

- F. 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**.
- G. The Schedule must be initially provided to Us within 30 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.
- H. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- I. 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.
- J. **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**.
- K. 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.
- L. 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.
- M. 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

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE 04/14/2020

NAME OF INSURED: Jacobs Engineering Group Inc.

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

SUPP (10/00)

PSA for Jacobs

Final Audit Report 2020-06-12

Created: 2020-06-12

By: Joyce Brandvold (JBrandvold@srcity.org)

Status: Signed

Transaction ID: CBJCHBCAABAAcq3Xr2eJ_iSnm_44HZaMufKn4ALF6CZ2

"PSA for Jacobs" History

Document created by Joyce Brandvold (JBrandvold@srcity.org)

2020-06-12 - 7:12:03 PM GMT- IP address: 12.249.238.210

- Document emailed to Patti Salomon (PSalomon@srcity.org) for signature 2020-06-12 7:12:54 PM GMT
- Document signing delegated to Jessica Mullan (jmullan@srcity.org) by Patti Salomon (PSalomon@srcity.org) 2020-06-12 8:30:05 PM GMT- IP address: 12.249.238.210
- Document emailed to Jessica Mullan (jmullan@srcity.org) for signature 2020-06-12 8:30:05 PM GMT
- Email viewed by Jessica Mullan (jmullan@srcity.org) 2020-06-12 8:30:36 PM GMT- IP address: 69.181.112.29
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