

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN
JACOBS CONSULTANTS, INC
AND THE CITY OF ANN ARBOR FOR
AS NEEDED PROFESSIONAL CONSULTING ENGINEERING SERVICES**

This agreement ("Agreement") is between the CITY OF ANN ARBOR, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and JACOBS CONSULTANTS, INC, a(n) Delaware corporation, 30800 Telegraph Rd, Suite 4900, Bingham Farms, Michigan 48025 ("Contractor"). City and Contractor agree as follows:

1. DEFINITIONS

Administering Service Area/Unit means **Public Services / Water Treatment**.

Contract Administrator means Glen Wiczorek, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Effective Date means the date this Agreement is signed by the last party to sign it.

Services means as needed Professional Consulting Engineering Services as further described in Exhibit A.

2. DURATION

- A. The obligations of this Agreement shall apply beginning on July 01, 2024 and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the Services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

4. INDEPENDENT CONTRACTOR

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

5. COMPENSATION OF CONTRACTOR

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$500,000.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
 - 1. Professional Liability Insurance or Errors and Omissions Insurance protecting Contractor and its employees - \$1,000,000.
 - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
 - 3. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 - 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The

City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
 - F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

7. WAGE AND NONDISCRIMINATION REQUIREMENTS

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the

compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City, including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.
- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

9. OBLIGATIONS OF THE CITY

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.

- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

10. ASSIGNMENT

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds through the City budget process. If funds are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.
- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.

- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect the waiving party's right to require strict performance of this Agreement.

13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to Contractor:

JACOBS CONSULTANTS, INC
ATTN: Steve Roberts
30800 Telegraph Rd, Suite 4900
Bingham Farms, Michigan 48025

If Notice is sent to the City:

City of Ann Arbor
ATTN: Glen Wiczorek
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any

action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

16. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance is prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

18. EXTENT OF AGREEMENT

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement,

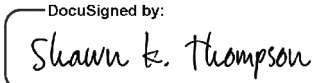
regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. ELECTRONIC TRANSACTION

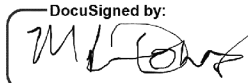
The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

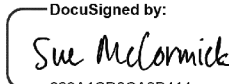
JACOBS CONSULTANTS, INC

By:  DocuSigned by:
1DB86E6059E44FB...
Name: Shawn K. Thompson
Title: Vice President
Date: 6/29/2024

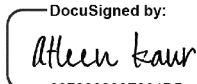
CITY OF ANN ARBOR

By:  DocuSigned by:
7DCC2232383A4DD...
Name: Milton Dohoney Jr.
Title: City Administrator
Date: 7/4/2024

Approved as to substance:

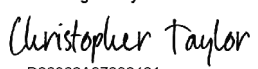
By:  DocuSigned by:
623A1CD8CA3B414...
Name: Sue McCormick
Title: Interim Public Services
Area Administrator
Date: 6/29/2024

Approved as to form:

By:  DocuSigned by:
627306898F804DD...
Name: Atleen Kaur
Title: City Attorney
Date: 7/3/2024

(Signatures continue on following page)

CITY OF ANN ARBOR

By: DocuSigned by:

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Name: christopher Taylor

Title: Mayor

Date: 7/4/2024

By: DocuSigned by:

5CFB24F59BD641E...

Name: Jacqueline Beaudry

Title: City Clerk

Date: 7/9/2024

EXHIBIT A - Scope of Services

C – Proposed Work Plan

C. Proposed Work Plan

As leaders in program management, we know the challenges to keeping projects on time and on budget. Our project manager, Steve Roberts – who himself has 16 years of project management experience - has access to our extensive network of proven project management tools to support this project and his team.

Staffing and Personnel

Project Manager, Steve Roberts will serve as your direct contact. Steve and Principal-in-Charge, Jason Matteo are responsible for staffing each project with the most qualified team members and will assume responsibility for delivery of our projects, on-time and within budget. We will begin each project task assignment by meeting with the Senior Water Utility Engineer to gain a clear understanding of the City's project goals and objectives. Steve and Jason will then work together to carefully hand-select the right technologists, designers, and discipline leads that are the right mix to deliver on schedule and cost effectively. This project delivery approach will allow us to collaborate with and provide the Water Treatment Services Unit with as-needed engineering services with the best value while fulfilling the City's needs. We are committed to providing on-site engineering support services staff to further help reduce the burden on the Water Treatment Services Unit. Our team is well-versed at project delivery using a multi-office execution concept. The multi-office delivery team will be bolstered by a local team of engineering staff to perform site visits, data collection, and attend project meetings as necessary. Steve and Jason used this same approach to deliver the design for the \$300M 96-inch Water Main Relocation Project for GLWA. A similar multi-office delivery was executed for Ann Arbor on the UV Disinfection System design completed in 2019.

Communication and Coordination

Our team knows that the key to effective project delivery is regular and clear communication and coordination with Ann Arbor's project manager and all project stakeholders to meet project expectations and goals. For each project, we will develop a project communication plan that includes the communication approach with Water Treatment Services Unit staff to keep the City informed of our progress and any challenges we are addressing. Our communication plan will also include the communication approach within our project team to support our delivery. Client communication will occur with multiple staff from our team with various methods of communication. Principal-in-Charge, Jason Matteo will routinely communicate with the Senior Water Utilities Engineer to confirm the Project Manager and the technical team are delivering efficiently and effectively to meet the needs of the City. Jason and the Senior Utilities Engineer will also periodically engage in Client Satisfaction Surveys to assess our performance, confirm our high level of quality deliverables and responsiveness, and identify areas for continual improvement.

We believe communication and feedback from Water Treatment Operations and Maintenance (plant) staff are key steps to completing a successful project. Our team will strive to gather input from staff throughout design development and engineering services delivery to confirm their needs are being met. We used this approach in delivering the UV Disinfection System project which resulted in a finished product that pleased City staff and is easy to operate.

Our Project Manager, Steve Roberts, will provide the day-to-day project communication with the Senior Water Utilities Engineer. During times of active project work, we will propose weekly one-on-one project manager coordination meetings to review current project needs, including work progress, schedule, budget, and to relay any needs of the technical design or project delivery team. When necessary, our On-Site Support Engineer, Sme Xhaferllari will also attend. Communication methods between Steve Roberts and the Senior Utilities Engineer will include in-person meetings, virtual meetings when preferred by the City, phone calls, texts, or email. Senior technical resources and treatment process design leads may also communicate directly with the Senior Water Utilities Engineer and other Water Treatment Services Unit staff as needed.

Each project task assignment will begin with a project kick-off meeting where we will confirm the communication and coordination needs of the City and adjust as necessary. For all project meetings, our staff will prepare meeting agendas, identify desired outcomes, prepare meeting summaries, and identify and track action items. We will set up a SharePoint site for each project task assignment to collaborate in real-time and share documents with Water Treatment Services Unit staff.

Compatibility with City's Standards, Goals, and Objectives

We align seamlessly with the City of Ann Arbor's standards, goals, and objectives. We possess an intimate understanding of Ann Arbor's current standard front-end engineering specifications and contract documents, having successfully implemented them in various projects for the City in our 35-year working relationship and as recently as 2019. Our long history working with Ann Arbor, our knowledge of current City standards and practices, and our deep bench will help us to continue our track record for delivering on your engineering projects.

Aligned with the City's continued interest and investment in innovation, we offer our technical Market Solutions, led by global directors that are leading efforts in water and environment research and innovation. We offer these market solutions to Ann Arbor creating pathways for networking and discovering new approaches and technologies that we are implementing with our other clients around the world.

We also bring our Digital Solutions offerings, some of which Ann Arbor is utilizing for your stormwater conveyance system and sanitary sewer collection system that can leverage a form of artificial intelligence applied to sewer condition assessment information, saving City staff time and money.

Our values are intertwined with the City's commitment to a sustainable, equitable, and transformative community through the A2Zero initiative. We aim to maintain carbon neutrality status and through our Plan Beyond program, we have defined our aspirations for how we as an organization and we as individuals can each play a part in creating a sustainable future. We are focused on delivering solutions through client project work that helps to protect water quality, the environment, and helps our clients increase sustainability and resiliency. We place an emphasis on providing social value through our projects. Diversity and inclusion are integral to our work culture, mirroring the City's commitment to advance racial equity and gender equality because we have prioritized creating an environment at Jacobs where diverse employees want to join, where they feel they belong, and where they thrive.

Working Relationship Between Consultant and City Staff

We are dedicated to continuing to serve Ann Arbor as a trusted advisor. We plan to integrate the right staff into the Water Treatment Services team to then serve as an extension of your staff. We are committed to a collaborative problem-solving approach, working with the City to protect your interests and to provide sustainable solutions. We are unafraid to represent the client, even in challenging situations. Many of our team members already maintain strong working relationships with plant staff from working together on our past projects, and we are eager to build on these relationships.

We recognize the need to be nimble to meet the City's needs. Although we are a global company, our Michigan team and surrounding offices have a level of autonomy to allow us to adapt and respond to the needs of our key clients such as Ann Arbor. We are committed to providing on-site engineering services that will work directly and effectively with WTP staff. Sme has direct experience working across the hall from the Chicago Department of Water Management's Chief Water Engineer as part of the Capital Improvement Program. As design manager, Sme shared an open-door policy with the Chief Water Engineer and the support staff, facilitating a cooperative effort to design and ensuring timely responsiveness to the client's needs.

Responsiveness to Requests

Jacobs has been a valued professional engineering partner and trusted advisor to the City of Ann Arbor for 35 years. Our work in Ann Arbor started with the Ozone project in the late 1980s and most recently provided support and response to the Chromium-6 spill in 2022. We understand the value it brings to our clients by focusing on responsiveness and timely delivery of engineering solutions.

During the time of the Chromium-6 spill emergency response, several of our senior technical consultants (Tony Myers and Scott Grieco) were on vacation but took time away to respond rapidly to the urgent issue facing the Water Treatment Services Unit.

Similarly, after completing construction on the UV Disinfection System in 2020 (**Exhibit 12**), the City expressed a need for a tool to aid in tracking disinfection parameters. Several key members of our team stepped up to develop a Disinfection Spreadsheet that helps operators document disinfection credits and prepare reports for Michigan EGLE.

Throughout our work history in Ann Arbor, we always deliver on time. We focus our delivery approach on meeting challenges that could pose schedule and construction risks. Several key members on our proposed team for your as-needed engineering services contributed to the successful design delivery for the GLWA 96-inch Water Transmission Main Relocation Project, one of Michigan's largest water infrastructure projects. We delivered the preliminary design several months ahead of schedule, and GLWA recognized we responded to several major scope changes while still delivering each design deliverable on time.

Our team is committed to providing the same level of responsiveness and timely project delivery to the Water Treatment Services Unit.



Exhibit 12 – UV Disinfection System operator training.

Jacobs' Capability of Performing the Work

We delivered a Water Treatment Facilities and Water Resources Master Plan in 2006 that identified several projects which are highlighted in the RFP as a sample of potential projects to be included in this as-needed contract. We have extensive experience with these potential projects from the work completed in preparing the plan, including:

- Hydraulic capacity analysis and route study for raw water transmission main from Steere Farm.
- Raw water transmission pipe repair and replacement for Barton Pump Station.
- Lime Residuals Lagoon Dredging and Hauling.
- Residuals Handling and Filter Press Improvements.

Beyond these projects, our team presents a wide range of experience and backgrounds in all types of Water Treatment and Water Distribution System engineering projects. We offer a deep bench of national expertise and a growing local presence who are available to deliver any of the anticipated projects listed or other City project needs.

We are a full-service, global consulting firm that provides a full spectrum of professional services. Our local presence and expertise will be utilized for on-site engineering support services and as-needed construction services. We also possess global experts, such as Tony Myers, Todd Elliott, and Scott Grieco for Specialized Engineering Studies and detailed design across diverse disciplines to accommodate any design or specialty projects that may arise. Our capabilities align seamlessly with the identified items in the request for proposals, highlighting strength in the following key areas:

- Preparation of plans and specifications for construction projects at the Water Treatment Plant, distribution system, or raw water collection system which may vary in complexity.
- Our team includes leaders in all necessary disciplines that may be required, including water treatment, civil, process, structural, architectural, electrical, instrumentation, and building mechanical.
- Preparation of specialized engineering studies on a variety of subjects including structural assessments of buildings, treatment basins, and dams; condition assessment of mechanical equipment including pumps, HVAC equipment, and water treatment equipment; and asset management plans associated with all water system infrastructure.
- On-site Engineering Support Services.
- Preparation of Michigan EGLE Act 399 Permit Applications for water infrastructure projects, EGLE/USACE Joint Permit Applications (Part 301, 31, and/or 303 construction or alteration of Waters of the State, work in floodplains, and wetlands, respectively).
- Coordinate, facilitate and/or attend project-related meetings, such as pre-bid, pre-construction, and project progress meetings.
- Coordinate, facilitate and/or attend project-related workshops and training sessions and development of project-related standard operating procedures (SOPs).
- Assist in preparation of Public Engagement materials and assist in coordination and facilitation of Public Engagement meetings.
- Construction administration and engineering including review and approval of material submittals, daily construction observation and documentation, coordinating contractor's work, and preparation of Engineer's Certificates.
- Surveying activities including title search, easement legal description preparation, construction staking, and cut-sheet preparation.

Detailed Scope of Services

Our approach in developing project work plans and delivering any potential project the Water Treatment Services Unit may request us to take on is a proven process to successfully manage projects of this size. Our Project Manager, Steve Roberts, will work with City staff to verify that we have a clear understanding of the project objectives, goals, and desired schedule. These steps or general topics may be adjusted or revised depending on the nature of scope of work requested by the City. Our project management approach to setting up any type of project delivery for this as-needed Contract will include the following:

- Listening to Ann Arbor Water Treatment Services Unit staff to understand the work and objectives.
- Assigning experienced team members to address the specific issues.
- Preparing and adhering to a project execution plan that defines the scope, schedule, budget, safety plan, and quality plan.
- Demonstrating ongoing responsiveness to the Water Treatment Services Unit questions and concerns.
- Assessing and managing any changes in project direction.
- Performing Quality Reviews by Jacobs senior professionals.
- Preparing and distributing meeting minutes.

- Closely managing the project budget and schedule.
- Including permitting requirements in the schedule (e.g., EGLE, USACE, FERC, City of Ann Arbor, etc.)
- Performing our work with transparency.
- Correcting deficient work and accepting responsibility.
- Distributing client satisfaction surveys for management.

Specialized Engineering Studies

If requested, we will assemble a team of specialized senior technologists and design resources to guide any study area the Water Treatment Services Unit may require. We conduct specialized engineering studies across diverse disciplines, encompassing structural assessments of buildings, treatment basins, and dams; condition evaluations of mechanical equipment such as pumps, HVAC systems, and water treatment equipment, as well as the development of asset management plans for water system infrastructure. We have hydraulic modeling expertise and experience in enhancing existing models prepared by others to solve engineering challenges.

Drawing from our successful collaborations with Ann Arbor on the comprehensive water resources and water treatment master plan in 2005 and the Long-Term 2 Enhanced Surface Water Treatment Rule Compliance Assessment Study in 2017, we have demonstrated our proficiency in utilizing specialized engineering studies to deliver cost-effective, long-term solutions for the City. In the 2017 study, we also showcased our ability to find optimal solutions to meet regulatory requirements, a testament to our strengths and capabilities that we will leverage on this project. This study was a pre-cursor to recommending and designing the interim UV Disinfection System, which included retrofitting an existing pump room in the WTP to house the new UV system to meet regulatory compliance.

Detailed Engineering Design

We provide design services for a variety of municipal and private water utilities infrastructure projects throughout North America. Our designers deliver technology solutions, with combined experience totaling hundreds of years in the design, engineering, construction administration, and operation of a wide variety of facilities worldwide. Our delivery capability means we routinely optimize our designs for ease of construction and construction schedule. We will execute your projects using local design resources, plus Midwestern and nationally based technical leads to deliver the best final product and best value. We prioritize communication with client staff at all levels and effectively relay that information

to discipline leads and design staff to confirm communications are received and understood in both directions. During our detailed design process, we use collaborative workshops to capture your requirements, such as collecting feedback from operators to verify ease of operation and maintenance.

In the detailed design phase, we excel, notably as an industry leader in Water Treatment Plants, distribution systems, and raw water collection systems. Our capabilities extend across diverse projects, including:

- Underground utility design and construction
- Feasibility studies
- Concrete repair design and construction
- Dam repair design and construction

For Ann Arbor's UV Disinfection System design project, we quickly assembled a team of discipline leads and design engineers to complete design and prepare bid documents in nine months. **We held design collaboration workshops to collect feedback from WTP staff and operators which we incorporated into the final design.** The result was a finished product that plant staff enjoy operating.

- Water treatment plant process improvements
- Repair of existing buildings and other structures
- Retrofitting of existing infrastructure to meet regulatory requirements

Quality Management

We take pride in delivering quality products requiring work products to be checked and reviewed at multiple stages during execution and prior to issue to the client or outside parties. A customized Quality Management Plan (QMP) will be generated for each project that we undertake. The QMP will describe the quality processes that we will follow to effectively manage project quality from planning to delivery. The QMP will outline processes for developing, checking, and reviewing project deliverables, ensuring accuracy and alignment with objectives. It will also address proper documentation of engineering decisions, integration of Ann Arbor requirements and preferences into contract documents, and the preparation of accurate, constructible contract documents. We incorporate constructability reviews by senior construction management staff and in some cases former construction contractors on all projects. Continuous quality control measures, individual accountability, and effective communication within the project design team and QC Reviewers are key to achieving these objectives. A designated Design Quality Manager will facilitate the process by providing pertinent documentation, enabling timely responses, and fostering continuous improvement while minimizing changes during formal reviews.

Surveying

Our survey subconsultant, Spalding DeDecker (SDA) is prepared to provide professional survey for design projects and construction staking for construction administration. SDA was established in 1954 and is an employee-owned consulting engineering firm specializing in infrastructure, land development, and surveying. Jacobs has worked with SDA on several southeast Michigan projects for GLWA and in Oakland and Macomb Counties. SDA will provide typical surveying and mapping services, and ROW lines for the route surveys will be shown based upon a combination of record information and actual field-measurements. Public Land Survey System corners including section corners, $\frac{1}{4}$ corners, and centers of sections will be field-located. For routes or sites that do not follow a section line, additional boundary evidence including property corners and apparent occupation lines will be field-measured to calculate the right of way location. Apparent right-of-way widths will be determined by reviewing available public records, including tax maps and online GIS. Title searches will be performed for individual parcels in temporary/permanent easement areas to obtain the legal description and last deed of record, and to obtain easements or other encumbrances. Title searches may also be performed if available records are unclear at a particular location. Right-of-way lines will be plotted and shown as accurately as possible based upon the field-measured location of boundary information as noted above. Individual parcel lines will typically be shown in an approximate location only, based on GIS or tax map records.

Alternatives Analysis

Based on preliminary studies, reports, and condition assessments, design alternatives will be identified and assessed. Alternative analyses may also be conducted post-design in response to evolving client needs. We typically incorporate a decision science approach that includes multiple non-cost factors that are identified with the Client, weighting assigned to the non-cost factors, and scoring both non-cost factors and costs to provide a defensible method to

When GLWA contemplated revising their temporary booster pump station to a permanent facility for GLWA's 96-inch Water Transmission Main Relocation, we conducted supplemental hydraulic modeling and analysis. This included an evaluation of two revised connection types, layouts, and locations for the station, complete with concept drawings and ROM opinions of cost. **This comprehensive assessment empowered the client to make an informed decision.**

selecting the final alternative. Some examples include evaluation for construction risks (including reviews by senior construction management staff), compliance with regulations, expected useful life, community impacts, and estimated relative order of magnitude (ROM) capital and O&M costs. A concise Alternatives Assessment memo, outlining advantages and disadvantages, ROM cost opinions, conceptual drawings if applicable, and implementation recommendations, will be presented. A project meeting will be held for a thorough review and discussion of options with the City's Team, aiming to select the most suitable alternative and proceed to the design phase.

For GLWA's 96-inch Water Transmission Main Relocation, **Jacobs created a permitting matrix with 51 separate entries.** Early coordination with permitting agencies helped simplify the application process and all permits were executed on time for construction in both Phase 1 and Phase 2 of the project.

Permitting

Our project delivery team will initially identify and compile a matrix of all necessary permits for the selected project. Commencing early coordination with select regulatory agencies before submitting permit applications allows agencies to acquaint themselves with various project aspects, offer input, and informally initiate reviews ahead of formal submissions. This proactive strategy aims to identify potential issues and anticipate review durations in the preliminary design stage, expediting final design reviews. Our team,

leveraging extensive experience in government service, will also organize plan review meetings during the design phase, ensuring consensus and minimizing implementation schedule risks by averting delays during construction.

Public Engagement and Stakeholder Coordination

An efficient stakeholder coordination plan is crucial for timely communication and input on project-related matters. Identifying stakeholders, understanding their diverse needs, the information they require, and what the team needs from them are essential steps for effective coordination. Stakeholders, including wholesale customers, regulatory agencies, utility providers, and the public (local businesses, institutions, residents, and property owners), will receive tailored information based on their specific needs and impacts. We will collaborate with the City to establish communication objectives and develop key messages. A maintained contact database will facilitate communication at various project phases. During the construction phase, a proactive communication strategy will uphold a positive public image and responsiveness throughout all stages of the project.

Bidding Phase Services

Jacobs will support the bidding phase services as-needed, including developing bid forms, attending pre-bid meetings, providing technical reviews of submitted bids and recommendations, working on behalf of the Water Treatment Services Unit to prepare responses to bidder questions, and issue revised documents, if needed.

Construction Administration / Construction Supervision and Inspection Services

As one of the industry's highest-ranked construction management firms, our use of management tools and best practices is proven to manage schedule and budget on a variety of construction projects, ranging from projects valued under \$100,000 in construction to multi-billion-dollar construction programs.

Through our team's collective award-winning experience, we have built a portfolio that combines industry best practices in all essential elements of construction management, including a powerful suite of tools and processes that enable our team to manage schedules and budgets.

With the City's needs and project scope, Mitchell Lang will fill the on-site inspector role and construction administration support role. He has a strong background in overseeing and delivering water infrastructure construction projects throughout southeast Michigan. This locally based Construction Administration and Inspection Team is a highly developed group, offering construction experience to initiate, coordinate, manage, inspect, commission, and successfully deliver large and small-scale water projects. Throughout services during construction, our construction inspection representatives will coordinate with our construction administration and design teams to provide shop drawing reviews, locate defects, develop repair procedures and details, respond to requests from the contractor field staff to inspect final repairs, attend final walkthroughs, and identify punch list items.

Jacobs successfully delivered construction administration and construction supervision services on the recent UV Disinfection System Project and **will build on that success for future work under this as-needed Contract.**

We are dedicated to project completion with the client in possession of satisfactory as-built construction plans that conform to the City's Standard Specifications. Our inspectors are adept at documenting plan changes as the project work progresses, ensuring collection and confirmation of all field modifications to develop accurate as-constructed notes. Collaborating closely with contractors and WTP staff, our team will compile the as-built plans within one month of completion of the project.

EXHIBIT B - Fee Schedule

Jacobs Fee Schedule

This qualifications package includes data that shall not be disclosed outside the City of Ann Arbor and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate our firm's qualifications.

In accordance with the RFP, the following fee schedule is submitted to present our current fee structure that includes each team member, project role, and respective hourly billing rate.

Our team is comprised of hand-selected professionals that will be led by our local project management team, supported by our senior technical consultants, and delivered by our local water engineering staff. This blend of experience and capabilities allows us to provide the needed technical expertise and oversight for some of your complicated projects while remaining cost-effective.

Proposed Fee Schedule

* Denotes Key Staff

Category	Jacobs Personnel Name	Project Role	Hourly Billing Rate
Core Team			
Project Management	Steve Roberts *	Project Manager	\$222.84
Project Management	Sme Xhaferllari *	On-site WTP Staff PM Support Lead	\$171.22
Office Admin	Sandy Pepper	Admin/Doc Control/Specs	\$113.44
		Average PM Rate:	\$169.17
Design Lead	Ian Hammons	Electrical/I&C Lead	\$233.04
Design Lead	Richard Siebers	Architectural Lead	\$223.06
Design Lead	Del Lange	Structural Lead	\$225.15
Design Lead	Jeff Yakel	Site Civil Lead	\$201.10
Design Lead	Michael Hill	Building Mechanical Lead	\$160.55
		Average Design Lead Rate:	\$208.58
Water Engineering	Maddy Fairley-Wax *	Water Engineer	\$153.55
Water Engineering	Medhavi Gupta-Goze *	Water Engineer	\$112.24
Water Engineering	Brendan Wrobel	Water Engineer	\$130.00
Water Engineering	Meenu Garg	Water Engineer	\$127.71
Water Engineering	Ava Borri	Water Engineer	\$106.94
Water Engineering	Various	Water Engineers	\$131.26
Water Engineering	Various	CAD/GIS Technicians	\$105.07
		Average Water Engineering Rate:	\$123.82

Category	Jacobs Personnel Name	Project Role	Hourly Billing Rate
Support Team and Subject Matter Experts			
Senior Advisor/PM Support	Jason Matteo *	Principal-in-Charge	\$331.92
Senior Advisor	Tony Myers *	Technical Advisor	\$363.45
Senior Technical Consultant	Todd Elliott *	Treatment Process Lead	\$262.15
Senior Technical Consultant	Roger Scharf *	Treatment Process Support	\$255.75
Senior Technical Consultant	Michael Giangjordano *	Treatment Process Support	\$222.74
Senior Technical Consultant	Scott Grieco *	Emerging Contaminants and Regulatory	\$337.68
Senior Technical Consultant	Victoria Berry *	Hydraulic Modeling Lead	\$217.60
Senior Technical Consultant	Dan Buonadonna	Transmission Pipe Repair	\$328.12
Senior Technical Consultant	Adam Nielsen	CFD Modeling	\$182.83
Senior Technical Consultant	Allen Gelderloos *	QA/QC Manager	\$268.34
Senior Technical Consultant	Mike Matichich	Grant Assistance	\$332.78
Senior Technical Consultant	Courtney Kennedy	Asset Management	\$275.64
Senior Technical Consultant	Duane McClelland	Dams	\$305.96
Average STC Rate:			\$271.78
Construction Administration/Supervision	Various	Construction Admin./Supervision Support	\$166.39
Construction Administration/Supervision	Mitchell Lang	Construction Admin./Supervision Support	\$109.66
Average CA/S Rate:			\$138.02
Site Survey (SDA)	Mike DeDecker	Survey PM	\$236.03
Site Survey (SDA)	Various	Survey Crew (1-person)	\$171.03
Site Survey (SDA)	Various	Survey Crew (2-person)	\$243.26
Average Survey Rate:			\$216.78

Expenses Item	Unit Rate
Direct expenses (copies, etc.)	Actual costs
Subcontractor (if needed) mark-up	6.0% (included in hourly rates)

Fee Schedule Notes

- Overhead factor included in hourly billing rates is 135%, which covers personnel benefits and business operating costs.
- Hourly billing rates will remain in effect for first three years of as-needed engineering services contract.
- Hourly billing rates are inclusive of travel expenses, per the RFP.