

ENGINEERING SERVICES AGREEMENT

Contractor	Jacobs Engineering Group, Inc.
Consideration	\$92,676.00
Effective Date	May 1, 2024
Completion Date	January 31, 2025 (estimated)
Project/Services	Engineering Services – The Dalles Riverside Water Complex SCADA Integration Project

This ENGINEERING SERVICES AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Jacobs Engineering Group, Inc., a Delaware business corporation (**Contractor**), for Contractor's provision of engineering services to support the City's monitoring and control systems for The Dalles Riverside Water Complex.

WHEREAS, the City requires performance of certain engineering services to support The Dalles Riverside Water Complex project; and

WHEREAS, Contractor desires to perform those certain professional services pursuant to the compensation and conditions set forth herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

A. Contractor's Duties

1. **Scope of Work.** Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subcontractors approved under this Agreement, and provide any equipment necessary to perform all tasks described in Contractor's scope of work, attached to and made part of this Agreement as **Exhibit A (Work)**. The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibits A** but necessary to fully and effectively perform those specifically listed tasks.
2. **Standard of Care.** Contractor agrees the standard of care applicable to its provision of the Work will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Work at the time of performance. Contractor agrees to re-perform any Work not meeting this standard without additional compensation.
3. **Examination.** Contractor agrees it examined the project site and the contract documents connected with the solicitation for this Work prior to its submittal of its proposal. The Parties agree Contractor's submission of a proposal for this Agreement's award is expressly considered prima facie evidence Contractor made such an examination and is satisfied as to the conditions to be encountered in its performance of the Work and as to the requirements of the contract documents. Contractor agrees to protect itself in the unit prices or the lump sum proposed on the



Work. Contractor agrees its failure to visit or thoroughly familiarize itself with the labor, equipment, and material required, the difficulty of the conditions involved, or the scope of the project or the Work shall neither relieve Contractor of its obligation to complete the Work and perform under this Agreement for the price proposed nor entitle Contractor to a price adjustment.

4. Insurance and Indemnity.

- a. Insurance. Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term statutory **Workers' Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), **Professional Liability** insurance in the amount of \$2,000,000, and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$1,000,000.
- b. Certificates. Except for Professional Liability and Workers' Compensation insurance, Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling or reducing any insurance policy contemplated by this Agreement.
- c. Workers' Compensation. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
- d. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the City (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands to the proportionate extent of the negligent acts or omissions of Contractor (including its officers, agents, and employees) in its performance of this Agreement. Further, in accordance with the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, defend, and hold harmless Contractor (including its officers, agents, and employees) against all liability, loss, and costs arising from actions, suits, claims, or demands to the proportionate extent of the negligent acts or omissions of the City (including its officers, agents, and employees) in its performance of this Agreement.

5. Payments.

- a. Prompt Payment. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment



of any claim for labor or services furnished to Contractor (including subcontractors), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.

- b. Industrial Accident Fund. Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. Labor Hours. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
- d. Medical Care. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
- e. No Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- f. Employee Withholdings. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

B. City's Duties

1. Compensation.

- a. Total. The City agrees to compensate Contractor for the Work in an amount not to exceed **\$92,676.00**.
- b. Progress Payments. The City agrees to make payment upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the City's approval and no more frequently than monthly. Payment shall be made in net 30 days only for Work actually completed as of the invoice date.
- c. Satisfaction. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.



- d. Public Budgeting. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

C. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date; provided, however, the Parties agree to equitably adjust Contractor's performance schedule subject to excuses for performance associated with impossibility, impracticability, and unforeseeable factors or events beyond Contractor's control (such as acts of God).
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Subcontractors. Contractor agrees to provide the City with a list of proposed subcontractors within ten (10) calendar days of this Agreement's mutual execution and before awarding any subcontract connected with the Work or this Agreement, and shall not retain any subcontractor the City reasonably objects to as incompetent or unfit. Contractor agrees it is as fully responsible to the City for its subcontractors'



and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subcontractor.

8. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
9. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.
10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City: City Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058

To Contractor: Jeff Kanyuch
Jacobs Engineering Group, Inc
1100 NE Circle Blvd
Suite 300
Corvallis, Oregon 97330

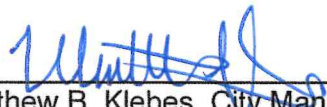
11. Consequential Damages. The Parties agree neither Party (nor their affiliated corporations, officers, employees, or subcontractors) will be liable to the other for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits suffered or incurred by either Party as a result of Contractor's performance or non-performance of the Work.
12. Liability Limited. The City agrees Contractor's aggregate monetary liability for violations of or arising from its performance or non-performance under this Agreement will not exceed \$3,000,000; provided, however, in no event do the Parties intend this Section 12 to so limit any liability in violation of any applicable law.

Signature page follows.



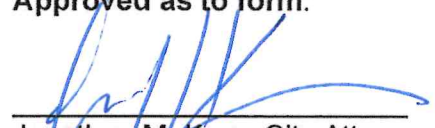
IN WITNESS WHEREOF, the Parties duly execute this **ENGINEERING SERVICES AGREEMENT** this 17th day of May, 2024.

CITY OF THE DALLES


Matthew B. Klebes, City Manager
ATTEST:


Amie Ell, City Clerk

Approved as to form:


Jonathan M. Kara, City Attorney

CONTRACTOR


Robert Brady Fuller
2024.05.10
13:56:52-07'00'
Brady Fuller, Principal Project Mgr.
CLIENT ACCOUNT MANAGER



Exhibit A
CITY OF THE DALLES RIVERSIDE WATER COMPLEX
SCADA CONSULTING

SCOPE OF WORK

April 17, 2024

PURPOSE:

To coordinate SCADA system requirements with the City and the Riverside Water Complex facility designer.

BACKGROUND:

The Riverside Water Complex facility design and construction is being funded by a local industry, but the infrastructure will ultimately be turned over to the City for operation. The industry's designer and construction contractor are responsible for SCADA system design and construction, but the City desires the systems to utilize City SCADA standards as much as practical to facilitate long-term O&M. This contract provides a vehicle for project team coordination with Jacobs SCADA staff (Jacobs has been the City's integrator of record for over 20 years and is responsible for system standard definition and application).

The design is being executed by Maul Foster and Associates (MFA), with RH2 subcontracted for execution of the I&C / SCADA design. MFA is contracted by the local industry.

SCOPE OF WORK

1. Project Management

Jacobs will provide the following project management duties on a regular basis throughout the project duration. The budget estimate is based on an average of 2 hours per month (each) for the project manager and senior consultant, with support by others as shown in the level of effort estimate.

- Monitoring project progress, including work completed, work remaining, budget expended, and schedule.
- Monitoring project activities for potential changes.
- Preparing and submitting monthly invoices.

Deliverables

Jacobs will provide one electronic copy of each deliverable identified below via email. No hard copies will be provided.

- Monthly invoices
- Meeting notes (email)

Assumptions

- Up to 9 months of project delivery. Should the project extend beyond this estimated duration, Jacobs will be entitled to additional compensation.

2. SCADA Consulting and Coordination

The scope of work includes an allowance for Jacobs to provide SCADA consulting for the project through December 31, 2024, as described below. The budget is based on assumed efforts that will likely be required based on discussion with the City's project manager. The allowance is based on the following:

- For Regular Project Coordination and Status Meetings
 - Up to 40 hours of offsite labor for participation in **bi-weekly Microsoft Teams coordination meetings** (1 hour maximum) with the facility SCADA designer (RH2). Labor effort estimate is based on 20 meetings up to 1 hour each and attended by 2 Jacobs staff members.
 - Up to 18 hours of offsite labor for participation in **monthly progress meetings** via Microsoft Teams (1 hour maximum). Includes participation by up to 2 Jacobs participants. The intent is for Jacobs to meet with MFA, RH2 and the City to obtain progress updates on the design and construction progress.
- For Delivery and SCADA Standards Coordination:
 - Up to 32 hours of labor for participation in (2) half-day meetings in **The Dalles to coordinate SCADA standards**. The intent is for Jacobs to coordinate the City's SCADA standards and monitoring and control expectations based on work completed by Jacobs at the existing reservoir and reservoir pump stations. Includes participation by up to 2 Jacobs staff members.
 - Up to 32 hours of labor for participation in (2) half-day meetings in **The Dalles to coordinate SCADA communication concepts**. The intent is to define the requirements for remote station connectivity, including data transfer, network addressing, and IP assignment. Includes participation by up to 2 Jacobs staff members.
 - Up to 80 hours of **offsite SCADA consulting and review of design and software deliverables**.
- For System-Wide Water System Operation Definition
 - Up to 40 hours of labor for (2) half-day meetings in The Dalles to discuss the **City's system-wide operating strategy**, including the new Riverside water system facilities. The intent is for Jacobs, MFA, RH2 and the City to review and discuss the SCADA system control system developed for Riverside Water Supply Facility and how the Facility will integrate into the existing water distribution system. Includes labor for up to 3 Jacobs participants (2 onsite, 1 by Microsoft Teams).
- The allowance includes up to \$3,000 for travel expenses.

Deliverables

- To be determined based on discussion.

Assumptions

- The scope of work is limited to SCADA engineering consulting. The level of effort estimate does not include any budget for design, programming, or supply of materials.

GENERAL ASSUMPTIONS

The scope assumes the following:

- All work will be completed prior to the end of 2024.

SCHEDULE

Major milestones and planned activity are outlined below:

- Completion of Work – No Later than December 31, 2024
- Contract Completion Date – January 31, 2025, to accommodate final invoicing of work performed through December 2024

BUDGET

The current authorized compensation limit for services performed under this scope of work shall not exceed the amounts shown in Attachment A. Attachment A also shows the basis for labor and expenses used to develop this fee.

Compensation shall be in accordance with the provisions of the Professional Engineering Services Contract between District and Consultant.

ATTACHMENTS

The following documents are attached to this Amendment:

- ATTACHMENT A – Level of Effort Estimate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2024

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306 NAIC # 22667
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA			

COVERAGES

CERTIFICATE NUMBER: 750819440

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G47339273	07/01/23	07/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H10736262	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50711481 (AOS) WCU C50711559 (OH) * SCF C5071164A (WI)	07/01/23 07/01/23 07/01/23	07/01/24 07/01/24 07/01/24	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 014	07/01/23	07/01/24	PER CLAIM/PER AGG 2,000,000

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

PROJECT MGR: Jeff Kanyuch. CONTRACT MGR: Elsa Cervantes. RE: Riverside Water Complex SCADA Integration Project. CONTRACT END DATE: 01-31-2025. SECTOR: Public. City of The Dalles, OR is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER**CANCELLATION**

City of The Dalles, OR

ATTN: Dave Anderson-Public Works Director
1215 W 1st Street

The Dalles, OR 97058

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/11/2024

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

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