

TOWN OF CASTLE ROCK SERVICES AGREEMENT

(Crystal Valley Interchange Package 2 – Services During Construction (Public Works))

DATE:	-
PARTIES:	TOWN OF CASTLE ROCK , a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town").

JACOBS ENGINEERING GROUP INC., a Delaware corporation with a local business address of 6312 South Fiddlers Green Circle, Suite 300N, Greenwood Village, Colorado 80111 ("Consultant").

RECITALS:

- I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.
- II. The Town engages Consultant pursuant to its Sole Source policy to provide the services described in this Agreement and its exhibits.

TERMS:

- 1. <u>Scope of Services.</u> Consultant shall provide professional engineering services related to the Crystal Valley Interchange Project as set forth on *Exhibit 1* ("Services"). Consultant shall complete the Services consistent with standards and practices of the profession.
- 2. **Payment**. Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town shall pay such invoices within thirty (30) days receipt of such invoice. In no event shall payment exceed \$414,000.00, unless authorized in writing by Town.
- 3. <u>Term/Completion.</u> The term of this Agreement shall commence upon execution of this Agreement and expire on August 31, 2027 (the "Term"). Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.
- 4. <u>Termination.</u> Town shall have the right to terminate this Agreement with or without cause at any time with thirty (30) days' written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, deliverables created up to the point of termination.
- 5. <u>Subconsultants.</u> Consultant may utilize subconsultants to assist with services as necessary to complete the Services. Consultant will submit any proposed subconsultant and the description of subconsultant services to the Town for its prior approval.



- 6. <u>Annual Appropriation</u>. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.
- 7. <u>Assignment.</u> This Agreement shall not be assigned by Consultant without the written consent of the Town.
- 8. <u>Notice.</u> Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

9. **Insurance.**

- **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within five (5) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or selfinsured retention. The insurance coverages specified in this Agreement do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial general liability and automobile liability policies shall have the following additional provisions:
- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.
- B. **Proof of Insurance:** Consultant may not commence Services relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as *Exhibit* 2, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice, unless due to non-payment of premiums for which notice shall be sent ten (10) days prior, has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall



be stricken from the certificate by the agent(s) completing the certificate.

- C. Additional Insureds: For Commercial General Liability and Automobile Liability, Consultant and subconsultant's insurer(s) shall include the Town, its elected and appointed officials, officers, and employees.
- D. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability (Errors and Omissions), Consultant's insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, and employees.
- E. **Subconsultants:** Consultant shall confirm and document that all subconsultants (including independent consultants, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.
- F. Workers' Compensation and Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 each accident, \$100,000 per each employee for each bodily injury caused by disease claim, and \$500,000 disease policy limit.
- G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate. The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability arising from the Services provided as required by this Agreement.
- H. **Automobile Liability:** Consultant shall maintain Automobile Liability with limits of \$1,000,000 combined single limit each accident applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- I. **Professional Liability (Errors & Omissions):** Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the Services.
- 10. <u>Colorado Governmental Immunity Act.</u> The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.
- 11. <u>Indemnification.</u> Consultant expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from a claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of loss, personal injury (including death) or property damage, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.
- 12. <u>Delays.</u> Any delays in or failure of performance by any party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor



disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

- Additional Documents & Entire Agreement. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- 14. <u>Time of the Essence.</u> If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.
- 15. <u>Default and Remedies</u>. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action. In addition, no party will be entitled to lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages in the event of a default.
- 16. <u>Waiver.</u> A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- 17. <u>Venue, Choice of Law and Disputes.</u> Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.
- Americans with Disabilities Act. Consultant agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms or this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance.
- 19. <u>No Discrimination in Employment.</u> The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.



- 20. <u>Title VI Compliance.</u> To the extent applicable, Consultant shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.
- Advertising and Public Disclosure. Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.
- Ownership of Documents, Open Records, and Copyright. Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law.

- 23. <u>Authority.</u> The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.
- 24. <u>Independent Consultant.</u> Consultant and the Town hereby represent that Consultant is an independent Consultant for all purposes hereunder. Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.
- 25. <u>No Third-Party Beneficiaries.</u> It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.



- 26. <u>Counterparts & Electronic Signatures.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by electronic mail. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 27. <u>Licenses/Taxes.</u> Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or rising out of this Agreement.
- 28. <u>Confidentiality.</u> Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.
- 29. <u>Priority of Provisions.</u> In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Certificate of Insurance; and (3) Exhibit containing Services and Fee Schedule.

ATTACHED EXHIBITS:

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



ATTEST:	TOWN OF CASTLE ROCK	
Lisa Anderson, Town Clerk	Jason Gray, Mayor	
Approved as to form:	Approved as to content:	
Sarah Jean Rodger, Assistant Town Attorney	Daniel Sailer, Director of Public Works	
CONSULTANT:		
JACOBS ENGINEERING GROUP INC.		
By: Micholas Young, PE Manager of Projects		



EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

SCOPE OF WORK

DESIGN SERVICES DURING CONSTRUCTION CRYSTAL VALLEY INTERCHANGE

SCOPE OF WORK:

The following is the project scope of services for design services during construction for the Town of Castle Rock for the Crystal Valley Interchange project. The duration of construction is assumed to be 2-years. This Scope of Work identifies the general scope of work necessary to complete the tasks per the Castle Rock design RFP:

Task 7 -- Assistance During Construction

- 1. Review of Shop Drawings
- 2. Construction Services
 - a. Technical Assistance
 - i. Respond to RFIs/field questions that arise relative to the plans, details, or special provisions.
 - ii. Provide engineering and drafting services for design revisions required due to changes in construction or field conditions.
 - iii. Field visits
 - iv. As built plans

Task 9 – Project Management

- 1. Project meetings
 - a. Pre-construction meeting
- 2. Project Management
 - a. Coordination of RFIs, Revisions, Shop Drawings with engineers and contractor
 - b. Contracting and Monthly Invoicing

ASSUMPTIONS:

- 1. It is difficult to determine the level of effort for responding to RFI's, Shop Drawing reviews and number of revisions to the record plan set. Jacobs will monitor the budget throughout the construction duration and work with the Town PM if additional budget is required to continue to support construction.
- 2. If Jacobs is called upon to review submittals from construction contractors, Jacobs shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited

PROJECT COST WORKSHEET (COST PLUS FIXED FEE)

CRYSTAL VALLEY INTERCHANGE - Design Services During Construction (SDC)
Castle Rock, CO
Jacobs Engineering Group, Inc.
Michelle Pikerton

EMAIL: miche PROJECT NO: LOCATION: FIRM NAME:

	NAME OF PREPARER:	Michelle Pinkerton	EMAIL: michelle.	pinkerton@jacobs.com PH0	ONE No. 303-619-1601
	SCOPE OF WORK DATE:				·
	TYPE OF PROPOSAL:	T & M	CONTRACT #:	TASK O	RDER #:
1A.	LABOR RATES				
		Employee	(a) Direct Salary	(b) Multiplier	(c) Labor rate
	Employee Name	Classification	Cost / Rate	wattpilei	\$/Hour
	PINKERTON, MICHELLE	PM - SR	\$119.02	2.5	\$298.00
	YOUNG, NICK	PM - SR	\$107.28	2.5	\$268.00
	LAMUTT, MARK	PM	\$101.68	2.5	\$255.00
	VOSS, WILL	ENG SR	\$102.00	2.5	\$256.00
	DOWDS BENNETT, JACQUELINE	ENG SR	\$82.76	2.5	\$207.00
	WILLIAMS, STU	ENG ASSOC	\$69.59 \$85.39	2.5 2.5	\$174.00 \$214.00
	SLOCUM, TROY LIU, ZOE	ENG SR ENG ASSOC	\$85.39 \$49.29	2.5 2.5	\$214.00 \$124.00
	NORK, MATT	STRUCTURAL ENG SR	\$109.35	2.5	\$274.00
	MOLINA, FERNANDO	STRUCTURAL ENG	\$64.33	2.5	\$161.00
	BERNARD, DAVE	CADD TECH SR	\$67.94	2.5	\$170.00
	ALKHAYRI, MIASSA	CADD TECH SR	\$35.95	2.5	\$90.00
	WOOLLEY, GEORGE	PLANNER SR	\$75.37	2.5	\$189.00
	MERRICK, JANINE YEGHISHYAN, LILIT	CADD TECH ADMIN	\$54.67 \$54.08	2.5 2.5	\$137.00 \$136.00
	TEGINGITIAN, EIEH	ADMIN	φ34.00	2.5	φ130.00
1B.	LABOR COSTS: (Insert ONLY hours)	Formitaine	Labor	Estimated Number	Estimated Cost
	Employee Name	Employee Classification	Labor Rate \$/Hour	Of Work Hours	Per Employee
	PINKERTON, MICHELLE	PM - SR	\$298.00	525	\$156,450.00
	YOUNG, NICK	PM - SR	\$268.00	40	\$10,720.00
	LAMUTT, MARK	PM	\$255.00	40	\$10,720.00
	VOSS, WILL	ENG SR	\$256.00	50	\$12,800.00
	DOWDS BENNETT, JACQUELINE	ENG SR	\$207.00	20	\$4,140.00
	WILLIAMS, STU	ENG ASSOC	\$174.00	60	\$10,440.00
	SLOCUM, TROY	ENG SR	\$214.00	101	\$21,614.00
	LIU, ZOE	ENG ASSOC	\$124.00	90	\$11,160.00
	NORK, MATT	STRUCTURAL ENG SR	\$274.00	350	\$95,900.00
	MOLINA, FERNANDO	STRUCTURAL ENG	\$161.00	380	\$61,180.00
	BERNARD, DAVE	CADD TECH SR	\$170.00	35	\$5,950.00
	ALKHAYRI, MIASSA	CADD TECH SR	\$90.00	40	\$3,600.00
	WOOLLEY, GEORGE	PLANNER SR	\$189.00	5	\$945.00
	MERRICK, JANINE	CADD TECH ADMIN	\$137.00	40 25	\$5,480.00
	YEGHISHYAN, LILIT	ADMIN	\$136.00	25	\$3,400.00
				1,801	
				TOTAL L	ABOR: \$413,979.00
3A.	OTHER DIRECT COSTS RATES (IN-HOL	<u>JSE) *:</u>	Estimated Units	Unit Rates	Estimated Cost
	ROIII		<u>Latinated Onto</u>		
				SUI	BTOTAL \$0.00
20	OTHER DIRECT COSTS RATES (OUTS)	DE1*-			
JD.	Item	<u> 26) .</u>	Estimated Units	Unit Rates	Estimated Cost
			0 meeting	\$0.00	\$0.00
	Miscellaneous Cost			eo 500	\$21.00
			- miles	\$0.560	\$0.00
				sui	BTOTAL \$21.00
			SUBTOTAL (Sum of	sections 1B+2+3A+3B)	\$414,000.00
4Δ	OUTSIDE SERVICES RATES (SUBCONS	SULTANTS):			
٠	Firm Name				Estimated Cost
	PINYON				\$0.00
	APEX				\$0.00
	GEOCAL				\$0.00
	STANLEY ALFRED BENESCH				\$0.00 \$0.00
	CLANTON				\$0.00
	SHREWSBERRY				\$0.00
				Subtotal Outside Service	s (Subs) \$0.00
				Subjuital Outside Service	
4B.	OUTSIDE SERVICES (VENDORS)*:				Estimated Cost
				Subtotal Outside Services (\	/endors) \$0.00
5.	TOTAL AMOUNT OF CONTRACT SHALL	NOT EXCEED (Sum of sections 1B+2+3A+3B+4	4A+4B)		\$414,000.00
				Q.J	Stort .
				Kanah	Jeardy .

Danielle Yearsley, Manager of Projects (Typed Name and Title) (Signature) 1/9/2025 (Date Signed)



EXHIBIT 2

CONSULTANT'S CERTIFICATION OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2025

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).

<u> </u>				
PRODUCER LIC #0437153	1-212-948-1306	CONTACT NAME:		
Marsh Risk & Insurance Services		PHONE	FAX (A/C, No): 1-212	-948-1306
CIRTS_Support@jacobs.com		(A/C, No, Ext):	(A/C, NO):	
633 W. Fifth Street		ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC#
Los Angeles, CA 90071 USA		INSURER A: ACE AMER INS CO		22667
INSURED		INSURER B: INDEMNITY INS CO OF NORTH A	MER	43575
Jacobs Engineering Group Inc.		INSURER C:		
C/O Global Risk Management		INSURER D :		
555 South Flower Street, Suite 320	00	INSURER E :		
Los Angeles, CA 90071 USA		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 751728248

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.

NSR LTR	SR TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	х	CLAIMS-MADE X OCCUR			HDO G4892007A	07/01/24	07/01/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
	х	CONTRACTUAL LIABILITY						MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGRE <u>GAT</u> E LIMIT AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$ 2,000,000
	х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
A	AUT	OMOBILE LIABILITY			ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION\$							\$
В		KERS COMPENSATION EMPLOYERS' LIABILITY			WLR C5072041A (AOS)	07/01/24	07/01/25	X PER OTH- STATUTE ER	
A	A ANYPROPRIETOR/PARTNER/EXECUTIVE T		N/A		WCU C57256564 (OH)*	07/01/24	07/01/25	E.L. EACH ACCIDENT	\$ 100,000
A (Mandatory in NH)				SCF C57256710 (WI)	07/01/24	07/01/25	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	
A	A If yes, describe under DESCRIPTION OF OPERATIONS below				WLR C57256667 (AZ)	07/01/24	07/01/25	E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	A PROFESSIONAL LIABILITY				EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG	1,000,000

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

PROJECT MGR: Michelle Pinkerton. CONTRACT MGR: Vince Maglischo. RE: Crystal Valley Interchange Package 2 - Services During Construction (Public Works). CONTRACT NUMBER: CON-2025-0013. CONTRACT END DATE: 08-31-2027. SECTOR: Public. Town of Castle Rock, CO, its elected and appointed officials, officers, and employees are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's service to cert holder under contract for captioned work. Waiver of subrogation is hereby of Town of Castle Rock, CO, its elected and appointed officials, officers, and employees for GL, AL, and WC. General Liability coverage includes the severability of interests/Cross Suits Liability provision in favor of the holder. Coverage is primary and certificate

CERTIFICATE HOLDER	CANCELLATION	
Town of Castle Rock, CO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
100 N. Wilcox Street	AUTHORIZED REPRESENTATIVE	
Castle Rock, CO 80104	John Start	

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE 01/31/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:
certificate holder's insurance is excess and non-contributory. *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.*
Additional Information:
*\$2,000,000 SIR FOR STATE OF: OHIO
7-7-0-07-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

Named Insured	Jacobs Solutions Inc.		Endorsement Number 8	
Policy Symbol HDO	Policy Number G4892007A	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement	
Issued By (Name of Insurance Company) ACE American Insurance Company				

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

ALL-32685 (01/11) Page 1 of 2

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

ALL-32685 (01/11) Page 2 of 2

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE - EMAIL ONLY

Named Insured	Jacobs Solutions Inc.		Endorsement Number 2		
Policy Symbol ISA	Policy Number H10739585	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement		
Issued By (Name of Insurance Company) ACE American Insurance Company					

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

ALL-32685 (01/11) Page 1 of 2

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

ALL-32685 (01/11) Page 2 of 2

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number			
JACOBS SOLUTIONS INC.				
555 S. FLOWER STREET SUITE 3200	Policy Number			
LOS ANGELES CA 90017	Symbol: WLR Number: C5072041A			
Policy Period	Effective Date of Endorsement			
07-01-2024 TO 07-01-2025	07-01-2024			
Issued By (Name of Insurance Company)				
INDEMNITY INS. CO. OF NORTH AMERICA				
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.				
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.				

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

All other terms and conditions of this Policy remain unchanged.

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

WC 99 03 68 (01/11) Page 1

Authorized Representative

WC 99 03 68 (01/11) Page 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Solutions Inc. Endorsement					
Policy Symbol EON	Policy Number G21655065 015	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024		
Issued By (Name of Insurance Company) ACE American Insurance Company					

NOTICE TO OTHERS ENDORSEMENT - SCHEDULE

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

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

JOHN J. LUPICA, President
Authorized Representative