



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 4/1/2025

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Jacobs Engineering Group Inc.

***Project Title/Description:**

WW Intelligent O&M Solutions

***Purpose:**

This machine learning application will be used for optimizing performance at the Tres Rios Water Reclamation facility for reducing chemical and energy expenditures.

***Procurement Method:**

Pursuant to Board of Supervisors Policy D29.6 III.C- Direct Selection and Procurement Procedure No. PO-50.

***Program Goals/Predicted Outcomes:**

Jacobs Engineering Group Inc. (Jacobs) will support Pima County with implementation of Intelligent Operations and Maintenance (O&M) at the Tres Rios Water Reclamation Facility (Tres Rios). This will be implemented by model and data interface development, systems deployment, testing and training, and full deployment, and ongoing long-term support by Project Management.

***Public Benefit:**

Jacobs has already implemented the energy saving application at RWRD's Agua Nueva Water Reclamation Facility. Jacobs has extensive expertise in data science and the application of intelligent (O&M) machine learning processes and was also the design firm for the Tres Rios Wastewater Reclamation Facility. This knowledge coupled with the results of the completed study and their understanding of our system has identified three specific use cases for implementation to optimize performance at Tres Rios for reducing chemical and energy expenditures. Jacobs is committed to structuring this effort in a way that meets our operational goals and supports our vision for a highly efficient, sustainable, and fully compliant operation.

RWRD formed a Blue-Ribbon Panel in 2024 consisting of Denver Metro, Raleigh Water, and WSSC Water to evaluate and critique deployment scenarios for machine learning at Tres Rios. The expected public benefit is a reduction in O&M expenditure of \$400,000 annually while simultaneously optimizing treatment efficiency and performance.

***Metrics Available to Measure Performance:**

Metrics and performance measures that will be monitored include chemical savings for polymer usage for solids processing and hypochlorite and bisulfite chemical usage for disinfection processes. Energy savings will be measured for both KWH usage and peak demand charge reductions. Predictive maintenance and improved work order generation are also metrics that will be measured.

***Retroactive:**

No

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: PO Department Code: WW Contract Number (i.e., 15-123): PO2500003063
Commencement Date: 4/01/2025 Termination Date: 3/31/2028 Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ 432,000.00 * Revenue Amount: \$ _____

*Funding Source(s) required: RWRD Enterprise Fund 50010FD - RWRD Treatment Division

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
 Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jenny Hanson, Administrative Services Manager

Department: Regional Wastewater Reclamation Department

Telephone: 520-724-3605

Department Director Signature:  Date: 3/6/25
Deputy County Administrator Signature:  Date: 3/12/2025
County Administrator Signature: _____ Date: 3/12/2025



WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-6545

October 15, 2024

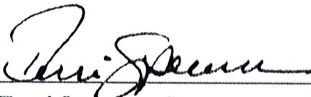
TO: Jan Leshar, County Administrator
THRU: Carmine DeBonis, Deputy County Administrator
Terri Spencer, Procurement Director
FROM: Jackson Jenkins, RWRD Director 
SUBJECT: Request for Direct Selection of Professional Services from Jacobs for Tres Rios Intelligent O&M Solution

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Jacobs to provide professional services.

Background: In 2022, Agua Nueva Jacobs partnered with Palantir, the leading platform for AI, and initiated energy reduction algorithms at our ARF resulting in a 20% electrical savings. The Jacobs Intelligent Operations and Maintenance (O&M) process based on Palantir’s AI technology was selected as the most mature technology for wastewater applications with a proven record for chemical and energy reductions.

Jacobs has extensive expertise in data science and the application of the Intelligent (O&M) machine learning processes, and was the design firm for the Tres Rios Wastewater Reclamation Facility. This knowledge coupled with the results of the recently completed study and their understanding of our system has identified three specific use cases for implementation to optimize performance at Tres Rios for reducing chemical and energy expenditures. Jacobs is committed to structuring this effort in a way that meets our operational goals and supports our vision for a highly efficient, sustainable, and fully compliant operation.

Requested Action: RWRD requests Jacobs to be selected for the implementation of the Tres Rios deployment of the Intelligent O&M solution with a not to exceed amount of \$432,000 in an estimated amount of \$12,000 per month for a contract term of an initial 3-year period of performance with an optional 2-year extension pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

Approved as to Form: 
Terri Spencer, Procurement Director

Date: 10/15/2024

Concur: 
Carmine DeBonis, Deputy County Administrator

Date: 10/15/2024

Direct Select Approved: 
Jan Leshar, County Administrator

Date: 10/15/24

Pima County Department of Regional Wastewater Reclamation Department

Project: WW Intelligent O&M Solutions

Contractor: Jacobs Engineering Group Inc.

Amount: \$432,000.00

Contract No.: PO2500003063

Funding: RWRD Enterprise Fund 50010FD – RWRD Treatment Division

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Jacobs Engineering Group Inc. ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6 III.C.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on April 1, 2025 and will terminate on March 31, 2028 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Option. County may renew this Contract for up to one additional period of two years ("Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (19 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand.

- 3.1 Order of Precedence. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.
 - 3.1.1 Amendments to this Contract.
 - 3.1.2 This Contract.
 - 3.1.3 To the extent applicable, Exhibit A (Intelligent O&M Scope of Work).

4. **Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County.
5. **Compensation and Payment.**
 - 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit A**. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
 - 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$432,000 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
 - 5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
 - 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit A**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
 - 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
 - 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's

indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with limits of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.2. Additional Coverage Requirements:

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement: The General Liability and Business Automobile Liability shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation: Contractor must notify County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.
- 6.4. Verification of Coverage:
 - 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
 - 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract. All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.
8. **Laws and Regulations.**
 - 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
 - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice**. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Jackson Jenkins
Director RWRD
201 N. Stone 8th FL
Tucson, AZ 85701

Contractor:

Jacobs Engineering Group Inc.
Fair Yeager
1501 West Fountainhead Parkway
Tempe, AZ 85282

19. **Non-Exclusive Contract**. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Books and Records**. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. **Public Records**.

23.1. **Disclosure**. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. **Records Marked Confidential; Notice and Protective Order**. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or

otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

24. Legal Arizona Workers Act Compliance.

- 24.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 24.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 24.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 24.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** Not Applicable.
26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
28. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
29. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
30. **Entire Agreement.** This document, including all attachments and exhibits, constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney


Cindy Nguyen

Print DCA Name

2/27/25

Date

CONTRACTOR



Authorized Officer Signature

Fair Yeager, Client Account Manager

Fair Yeager, P.E., Project Manager
AZ Water Market Client Acct Manager

3 March 2025

Date

APPROVED AS TO CONTENT



Jackson Jenkins, Director RWRD

3/6/25

Date

Exhibit A (19 pages)

WEB APPLICATION AGREEMENT

This Web Application Agreement (“Agreement”) is effective date as of March 18, 2025 (the “Effective Date”) by and between Jacobs Engineering Group Inc., a Delaware corporation with a principal place of business at 1999 Bryan St. #1200, Dallas, Texas, 75201 (“Jacobs”) and Pima County (the “Client”), Jacobs and the Client being referred to together as the “Parties” and each a “Party”.

1. THE PURPOSE AND THE PARTIES ACCEPTANCE OF THIS AGREEMENT.

1.1 Purpose The Client wishes to retain Jacobs to deploy its Intelligent O&M digital solution (“Web Application”) for the selected optimization use cases as defined in the Scope at the Tres Rios Wastewater Reclamation Facility (“Project”).

1.2 Acceptance Subject to the Client’s continued compliance with this Agreement, Jacobs hereby agrees to deploy the Web Application and hereby grants to the Client and its Authorized Users (being defined as those Client employees, agents and independent third-party consultants and contractors acting on behalf of the Client and who are authorized by the Client to access the Web Application) access to and use of the Web Application to the extent appropriate for the purpose of the Project. The Client is solely responsible for the acts and omissions of its Authorized Users. Upon the first login to the Web Application, or whenever software updates or changes to this Agreement are made, each Authorized User will be required to accept the Web Application Terms of Use governing the use of the application. If Authorized Users do not agree to be bound, they should not indicate acceptance with this Agreement or terms of use.

2. DEFINITIONS & INTERPRETATION.

Capitalized terms not otherwise defined when first used herein have the meanings set forth below:

2.1 “Confidential Information” means (i) any Client Content and (ii) any other information which is marked as “Confidential” or “Proprietary” or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure which may include ideas, concepts, trade secrets or knowledge of any other kind whether commercial, financial or technical

2.2 “Client Content” means any Client data or data licensed or lawfully obtained by Client from a third-party, or data or information obtained from a third-party on behalf of Client, as well as Client or third-party information provided by the Client to Jacobs for the provision of the Web Application.

2.3 “Client Responsibilities” means the duties and responsibilities of the Client as described in the Schedule.

2.4 “Data Criteria” any data criteria set out in the Client Responsibilities and/or to be agreed upon between Jacobs and the Client following execution of this Agreement.

2.5 “Intellectual Property Rights or IPR” means any and all, current and future, intellectual and industrial property rights and interests, including but not limited to (a) any patents,

design, utility models, database rights, trademarks, service marks, eligible layout rights, designs, copyrights and topographical rights, moral rights, design patents, trading names, internet domain names, source code, rights in the get-up of products (including the screens and user interfaces of software) and other signs and indications of origin, whether registered or unregistered, and any applications for registration of any of them; (b) any discoveries, trade secrets, know-how, software and improvements; (c) together with any rights in server programs, specifications, formulae, data, analytics, algorithms, libraries, know-how, processes, methods, techniques, development improvement and any other innovation, including but not limited to methodologies, frameworks, metrics, assessment questions, software configuration, customization codes, images, ideas, confidential information, tools and text that are part of the proprietary content; and (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them, in the United States or the world, for the duration of those rights and interests; and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2.6 "Jacobs Data" means data owned or otherwise developed or created by Jacobs which is provided by Jacobs to Client as part of the Web Application. Jacobs Data does not include Third-Party Material and Client Content.

2.7 "Jacobs IP" means Jacobs Data, the Web Application and all IPR owned by Jacobs, including any IPR incorporated or used in providing the Web Application, as well as any confidential information disclosed by Jacobs to the Client under this Agreement. Jacobs IP does not include Third-Party Material.

2.8 "Permitted Use" means the number of Authorized Users, transactions, volume, revenue and/or other subscription metrics applying to the use of the Web Application by the Client set out in the Subscription Details including from time to time any updates, changes as a result of the Web Application Services;

2.9 "Output Data" means data or other type of deliverable that is generated by Jacobs as a result of the Web Application, including, but not limited to, reports, analytics and materials as more particularly described in the Schedule.

2.10 "Schedule" means the schedule annexed to this Agreement.

2.11 "Scope" means the details in respect of the Web Application the Web Application Services to be delivered by Jacobs as described in the Schedule.

2.12 "Subscription Details" means the subscription details regarding the Web Application including without limitation the Subscription Term and Permitted Use set out in the Schedule including from time to time any updates or changes as a result of the Web Application Services.

2.13 "Subscription Term" means the term defined in the Subscription Details.

2.14 "Third-Party Material" means any and all software and/or IPR owned or otherwise developed or created by third parties and provided by Jacobs to Client as part of the Web Application. Third-Party Material does not include Client Content.

2.15 "Timetable" means the timetable set out in the Schedule.

2.16 "Transparency Notice" means Jacobs' statement on data protection linked in the Web Application as may be amended from time to time.

2.17 "Web Application" means the web application as defined above that was developed by Jacobs including from time to time any updates, changes or added modules or functionality provided as a result of the Web Application Services.

2.18 "Web Application Services" means the data integration, configuration, onboarding, training and other services required to support the access and use of the Web Application to be provided by Jacobs pursuant to this Agreement.

2.19 "Web Application Terms of Use" means the end user agreement linked in the Web Application which the Authorized Users must accept to access the Web Application.

3. WEB APPLICATION SERVICES

3.1 Jacobs shall exercise reasonable skill, care and diligence to provide the Web Application Services in accordance with the Scope.

3.2 Jacobs shall use reasonable efforts to deliver the Web Application Services in accordance with the performance dates set out in the Timetable, but the Client acknowledges that such dates are Jacobs best estimates only, are subject to the Client complying with its obligations under this Agreement so accordingly are not binding and time shall not be of the essence in this Agreement.

4. CLIENT'S OBLIGATIONS

4.1 The Client undertakes to:

- (a) carry out and complete all Client Responsibilities;
- (b) provide Jacobs with all necessary co-operation in relation to this Agreement; and
- (c) provide all necessary access to such reasonable information as may be required by Jacobs.

4.2 The Client undertakes to comply with its obligations under this Agreement:

- (a) in a diligent, timely and efficient manner; and
- (b) in accordance with all applicable laws and regulations.

4.3 The Client acknowledges that for Jacobs to provide the Client with access to the Web Application and to deliver the Web Application Services in accordance with this Agreement

it is conditional on the Client complying with its obligations under this Clause 4.1 in particular and without limitation completing its Client Responsibilities in such a way to support Jacobs and so no act, omission or default of the Client shall put Jacobs in breach of any of its obligations under this Agreement.

5. ACCESS TO THE WEB APPLICATION.

5.1 Provision of Access. Subject to the terms and conditions of this Agreement including without limitation the Client complying with its obligations under this Agreement, Jacobs shall make the Web Application available to the Client for the Subscription Term. The Client acknowledges that the functionality of the Web Application may change during the Subscription Term as a result of changes carried out as part of the Web Application Services.

5.2 The Client is solely responsible for : (i) ensuring that only Authorized Users have access to the Web Application; (ii) ensuring that such Authorized Users have been trained in proper use of the Web Application and the Authorized Users comply in full with this Agreement and the Web Application Terms of Use and (iv) ensuring the proper usage of passwords, tokens and access procedures with respect to logging into the Web Application.

5.3 Jacobs reserves the right to refuse registration of, or to cancel, Authorized Users access that it reasonably believes to violate this Agreement and the Web Application Terms of Use in which case Jacobs will promptly inform the Client in writing of such refusal or cancellation.

5.4 If the Client learns or suspects that any Authorized User is not complying with the provisions of this Agreement and the Web Application Terms of Use, the Client must notify Jacobs immediately and terminate such Authorized User's right to use the Web Application.

5.5 Any breach by an Authorized User of the Web Application Terms of Use shall be deemed to be a breach by the Client of this Agreement.

5.6 The Client shall implement and take measures to maintain reasonable and appropriate administrative, technical, and physical security safeguards, protect against anticipated threats or hazards to the security or integrity of the Web Application and protect against any unauthorized access to, or use of, the Web Application and, in the event of any such unauthorized access or use, promptly notify Jacobs.

5.7 Third-Party Materials. The Web Application may include applications, software (including open-source software), content, data or other materials including open-source software, including related documentation, that are owned by persons or entities other than Jacobs and that are provided to Client on license terms that are in addition to and/or different from those contained in this Agreement ("Third-Party Licenses"). The applicable Third-Party Licenses are identified in the Documentation tab within the Web Application. To the extent required, the terms of such Third-Party Licenses will apply in lieu of the terms of this Agreement, including without limitation any provision governing access to source code, modification or reverse engineering. Any breach by Client or any of its Authorized Users of any Third-Party License is also a breach of this Agreement.

5.8 Client Content. As part of the Web Application, Client will provide Jacobs with Client Content. Client Content must be consistent with the Data Criteria. Client understands that if Client does not provide Client Content pursuant to the Data Criteria, Jacobs may be unable to provide Client with the agreed upon Output Data. Client also understands that if Client does not provide Client Content pursuant to the Data Criteria, the Output Data may be useless, inaccurate or incomplete.

5.9 Limitations on Use. In addition to any limitations set forth in the Web Subscription Details and/or the Scope, Client shall not: (a) sell, lease or sublease access to the Web Application, or incorporate, merge or interface the Web Application into any non-authorized third party or self-developed products or allow access to the Web Application, in whole or in part, by other software or other products or services for any purpose; (b) copy, decompile, or reverse engineer any portion of the Web Application; (c) use the Web Application to provide services to third parties (unless such third-parties are Authorized Users), including, but not limited to, on a timesharing, rental, sharing, or "service bureau" basis; (d) remove any Jacobs titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Web Application or to protect against non-authorized access to the Web Application; (f) use the Web Application to store, transmit or produce infringing, libellous, vulgar, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or other rights; (g) use the Web Application to transmit viruses, Trojan horses or other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Web Application or third-party data contained therein; (i) impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent an affiliation with a person or organization; or (j) permit any unauthorized access to, or use of, the Web Application and shall notify Jacobs promptly of any such unauthorized access or use.

5.10 Reasonable Precautions. Client shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (a) ensure compliance with Section 5.9 (Limitations on Use); (b) protect against anticipated threats or hazards to the security or integrity of the Web Application; and (c) protect against unauthorized access or use of the Web Application.

5.11 Privacy. The Web Application Transparency Notice governs all personal data and information received or collected by Jacobs when the Client accesses the Web Application. Our Transparency Notice contains important information regarding the collection, use, disclosure and protection of personal data provided by the Client. If there is a conflict between this Agreement, the Schedule, and the Transparency Notice, the Transparency Notice shall take precedence with respect to the subject matter that it covers.

5.12 Permitted Use. Excess Use. The Subscription Details prescribe the Permitted Use associated to the Web Application. If Client exceeds its Permitted Use, notwithstanding Jacobs' rights under the Section 5.13 (Suspension of Web Application), Client will promptly notify Jacobs and, within thirty (30) days after learning of such unpermitted use, shall cease and disable all unpermitted use or purchase additional subscriptions therefor.

5.13 Suspension of Web Application. Jacobs may review Client's use of the Web Application to verify Client's compliance with this Agreement, including use of the Web Application subject to the Permitted Use, and Client shall provide any reasonable assistance with any such review. If Jacobs identifies any non-compliance in such review or has other reasonable grounds to suspect that Client's registration data is inaccurate or incomplete, that Client or any Authorized User has violated or threatens to violate the terms and conditions of this Agreement, the Client exceeds its Permitted Use or other terms and conditions applicable to the Web Application, or that the performance, integrity or security of the Web Application is being adversely impacted or in danger of being adversely impacted as a result of Client's or any such Authorized User's access or use, Jacobs may suspend or terminate Client's and/or any such Authorized User's use of the Web Application, in addition to any other rights or remedies Jacobs may have.

5.14 Changes to the Web Application. Jacobs may change or discontinue the Web Application and any features of the Web Application at any time, and if such changes are material, Jacobs will notify Client by sending an email to the last email address provided to Jacobs. If Client does not wish to continue using the modified Web Application or if the Web Application is discontinued, Client may terminate the Web Application and will be entitled to a refund only of the amounts prepaid in respect of the Web Application for the period remaining of the Subscription Term, no refund will be provided in respect of monies paid for the Web Application Services. Jacobs may change the terms of this Agreement upon notification to the Client at any time. The new terms will be effective on the first day of the next billing cycle and will apply thereafter. By continuing to use the Web Application after any such changes, Client agrees to be bound by such changes. If Client does not wish to agree to the new terms, Client must stop using the Web Application immediately.

6. ACCOUNT AND PASSWORDS.

6.1 In order to access the Web Application, Client and each Authorized User of Client will receive an email and will be provided credentials to access the Web Application. Client and each Authorized User must provide Jacobs with complete and accurate information when prompted by Jacobs. All access credentials are confidential information and shall be used solely by Client and its Authorized Users to access the Web Application. Client shall take reasonable steps to prevent unauthorized access to the Web Application. Client will immediately notify Jacobs of any unauthorized access to the Web Application. Jacobs is not responsible for any losses due to stolen or hacked credentials.

7. WEB APPLICATION SUPPORT SERVICES.

7.1 Web Application Support Services. To the extent applicable, maintenance and/or support services will be provided as described in the Scope.

8. FEES; LATE FEES; TAXES.

8.1 Fees. Client will pay to Jacobs the fees set out in the Schedule for the Web Application Services and the Web Application pursuant to the Permitted Use set forth therein. Except in the cases set forth in Section 13.2 (Termination) and Section 13.3 (Effects of Termination), fees paid by the Client are non-refundable. Jacobs shall submit invoices to the Client

in accordance with the invoicing schedule set out in the Schedule. The Client shall pay each invoice in full within thirty (30) days after the date of invoice. If Client is late in payment of amounts owed hereunder, Jacobs may give written notice to Client of such late payment, and Client will have thirty (30) days from receipt of Jacobs' written notice to pay all sums due. Any and all rates, fees and charges applicable under this Agreement shall be firm and binding for the Subscription Term.

8.2 Late Fees. Jacobs will be entitled to late payment fees on undisputed amounts due if payment is not received within thirty (30) days after the date of invoice. Late payment fees are payable in the amount of the lesser of one and one-half percent (1.5%) of the amount due, compounded for each subsequent thirty (30) day period during which an amount remains unpaid, or the maximum amount permitted by law. Client will promptly notify Jacobs of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

8.3 Taxes. All charges will be exclusive of any taxes, and Client shall be financially responsible for all sales or services taxes that are assessed on Client's access to and use of the Web Application.

9. PROPRIETARY RIGHTS.

9.1 Ownership; Reservation of Rights. As between Jacobs and Client, all rights, title, and interest in and to all Intellectual Property Rights in Jacobs' Confidential Information, Jacobs IP, Jacobs Data and Web Application are owned exclusively by Jacobs and its licensors. As between Jacobs and Client, all Client Content shall be owned by Client and its licensors, subject to the limited use rights granted to Jacobs under the Section 9.2 (Client Content). Jacobs reserves all rights, title and interest in Jacobs' Confidential Information, Jacobs IP, Jacobs Data and the Web Application that are not expressly granted to Client by this Agreement.

9.2 Client Content. As between Jacobs and Client, all Client Content shall be owned by Client, subject to the limited use rights granted to Jacobs under this Section. Client represents that Client Content does not infringe the intellectual property rights or personal rights (including copyright, trademark, trade dress, patent or other rights) or any other rights of any third party. Client acknowledges that Jacobs makes no independent assessment or evaluation of any Client Content, nor does Jacobs examine the sources of the Client Content to determine whether it may incur liability to third parties from delivery or use thereof as permitted herein. Client shall be solely responsible for the accuracy, quality, integrity and legality of Client Content and of the means by which Client Content was acquired. Client also represents that it has all rights, permissions and licenses to provide Jacobs with access to Client Content pursuant to the terms and for the purposes set forth in this Agreement. Client hereby grants to Jacobs a limited, perpetual, non-exclusive, royalty-free right and license to use the Client Content for the purposes of providing training services and performing analytics with regard to the Web Application, and to improve and enhance the Web Application and other products and services offered by Jacobs.

9.3 Output Data. Subject to the terms of Section 8 (Fees) and Section 13.3 (Effects of Termination), as between Jacobs and Client, Client shall retain ownership, title and interest in and to any Output Data (not including any Jacobs IP). Client acknowledges that the Output Data may not be unique and may be substantially similar in whole or part to results

produced for other Jacobs' Clients obtaining similar services as Jacobs is providing under this Agreement. Subject to the terms of Section 8 (Fees) and 13.3 (Effects of Termination), to the extent that any Jacobs IP is incorporated in or otherwise required for the access to or use of the Output Data, Jacobs hereby grants Client a limited, perpetual, royalty-free, nonexclusive, license to such data only to the extent necessary to allow Client to view and have access to the Output Data. Jacobs shall also retain the right to use the Output Data for the purposes of providing training services and performing analytics with regard to the Web Application, and to improve and enhance the Web Application and other products and services offered by Jacobs.

9.4 Feedback. Client hereby assigns to Jacobs all right, title, and interest (including all rights in copyright and resulting patents) in any suggestions, enhancements, recommendations or other feedback provided by Client or any Authorized Users of Client with regard to the Web Application and/or the Web Application Services.

10. CONFIDENTIALITY.

10.1 Each party shall keep in strict confidence all Confidential Information disclosed by the other party in connection with the Web Application, the Web Application Services or this Agreement. Upon the termination of this Agreement, each party will, at the request of the other party, return or destroy all documents, information or software containing confidential information of the other party, and delete confidential information from all memory devices. Notwithstanding the foregoing, Jacobs shall be entitled to retain and use Client and Output Data as permitted under Sections 9.2 (Client Content) and 9.3 (Output Data). Each of the parties shall only disclose Confidential Information of the other party to its employees or any third parties who need to know the Confidential Information and agree to be bound by confidentiality obligations at least as restrictive as the terms of this Agreement.

11. DISCLAIMER OF WARRANTIES.

11.1 The Web Application is provided "as is" without warranty, and Jacobs expressly excludes and disclaims any other warranties, whether express, implied or statutory, including, without limitation, warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, or any warranties arising from usage of trade, course of dealing or course of performance. Without limiting the generality of the foregoing, Jacobs specifically does not warrant that the Web Application will meet the requirements of Client or any third party, that the services or any reports or Output Data generated by the Web Application will be complete or accurate, or that such services, reports or Output Data constitute professional engineering services or that access to or operation of the Web Application will be without interruption, secure or error-free. The Client acknowledges that any such services, reports and/or Output Data are for informational purposes only. Client also acknowledges that in entering into this Agreement it has not relied on any promise, warranty or representation not expressly set forth herein or incorporated into this Agreement by reference.

11.2 The Web Application Services are to be carried out with reasonable skill, care and diligence. Notwithstanding any responsibilities and obligations which the Client may have under any other contract, nothing in this Agreement or in any proposal, report or other document is

to be construed as a warranty or guarantee by Jacobs other than to use (or to have used) such reasonable skill care and diligence and accordingly no warranties of merchantability/satisfactory quality or fitness for purpose are provided in relation to the Web Application Services.

12. INDEMNIFICATION; LIMITATION OF LIABILITY.

12.1 Indemnification.

(a) By Client. Client shall indemnify and defend Jacobs and its directors, officers, agents and employees, and hold them harmless, against any and all third-party claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable attorneys' fees) ("Losses") to the extent arising out of: (i) Client's non-compliance with or violation of any applicable laws or regulations; (ii) misuse or unauthorized use of the Web Application by Client or any person who accesses the Web Application through Client; (iii) Client's breach of its confidentiality obligations or any other term of this Agreement; or (iv) any claim that the Client Content violates or misappropriates the intellectual property rights or other rights of a third party.

(b) By Jacobs. Jacobs shall indemnify and defend Client and its directors, officers, agents and employees, and hold them harmless, against any Losses to the extent arising out of: (i) any third-party claim that the Web Application infringes or allegedly infringes the copyright or other intellectual property rights or other rights of any third party; or (ii) Jacobs' breach of its confidentiality obligations or any other term of this Agreement. If the Web Application, or any portion thereof become subject to any third-party suit, claim, action or demand ("Claim") or in Jacobs' reasonable judgment is likely to become subject to a Claim, alleging that the Web Application infringe, misappropriate or violate a third party's intellectual property rights, Jacobs may within a reasonable time, at its sole option and expense: (i) secure for Client the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; and/or (iv) contest the Claim. If Jacobs determines, in Jacobs' reasonable discretion, that it is not commercially feasible to procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) and (iii) of the preceding sentence, Jacobs may terminate access to the item, and Jacobs' sole liability under this Section shall be to refund Client all fees and expenses paid by Client to Jacobs for such item.

(c) Process. All of the foregoing indemnity obligations of Jacobs and Client are conditioned on: (a) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (b) the indemnified party giving the indemnifying party sole control of the defence thereof and any related settlement negotiations, and (c) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defence.

(d) Exclusive Remedy. This section 12.1 states each party's entire liability and the other party's exclusive remedy for third-party infringement claims and actions.

12.2 Limitation Of Liability.

(a) Limitation Of Liability. Except for claims relating to a party's breach of confidentiality obligations or indemnification, to the extent permitted by law, the total, cumulative liability of each party arising out of or related to this Agreement, whether based on contract, in tort or any other legal or equitable theory, shall be limited to the amount paid by Client to Jacobs during the twelve (12) months preceding the date when the first such claim against such party first accrued. the existence of more than one claim shall not enlarge this limit.

(b) Consequential Damages. In no event shall either party be liable to the other party for punitive, indirect, incidental, special, or consequential damages or expenses arising out of this Agreement (including, without limitation, loss of profits, loss of use, transaction losses, opportunity costs, interruption of business, costs of procuring substitute goods, or costs of lost or damaged data), even if it has been advised of the possible existence of such liability.

13. TERM AND TERMINATION.

13.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until (a) the end date set forth in the Subscription Details or, if no end date is specified, then upon the expiration or termination of this Agreement; or (b) termination in accordance with the terms of this Agreement.

13.2 Termination.

(a) Uncured Breach. If any material breach of this Agreement occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Violation of Limitations on Use. If Jacobs reasonably believes that Client is violating or has violated this Agreement in any material way, Jacobs may suspend Client's access to the Web Application immediately. Jacobs shall provide written notice of any such suspension promptly to Client. If after good-faith discussion with Client, Jacobs believes in its sole discretion that Client is violating or has violated this Agreement in any material way, Jacobs may terminate this Agreement effective immediately upon written notice to Client.

(c) Insolvency, Etc. Either party may terminate this Agreement immediately upon written notice to the other party if the other party becomes insolvent; is dissolved or liquidated; has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it; is adjudicated a bankrupt; has a receiver appointed for its business; or makes an assignment for the benefit of creditors.

13.3 Effects of Termination. Upon expiration or other termination of this Agreement for any reason, Client shall immediately stop using, and Jacobs shall be authorized to stop providing access to, the Web Application. Unless otherwise stated and subject to Client's full compliance with the terms of this Agreement, Client may continue to use indefinitely any and all Output Data obtained prior to the effective date of expiration or termination of this Agreement, whether in printed format or stored by Client on its servers outside of the Web Application. If this Agreement is terminated by Client due to Jacobs' uncured material breach, then Jacobs shall refund to Client, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Web Application and Web Application Services. If this Agreement or an Order is terminated by Jacobs due to Client's uncured material breach, then Client shall pay to Jacobs, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

14. MISCELLANEOUS.

14.1 Governing Law. This Agreement will be governed by the laws of the State of Delaware.

14.2 Relationship of Parties. This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

14.3 Compliance with Laws. Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws as applicable to that party and the Web Application ("Laws"). Client will be solely responsible for the compliance of Client Content with Laws and will comply with all Laws relating to the use, disclosure and transmission of such Client Content.

14.4 Force Majeure. Except for Client's payment obligations, neither party is responsible from any delay or failure to perform resulting from any event of force majeure or other cause beyond its reasonable control.

14.5 No Waiver. Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

14.6 Assignment. Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; notwithstanding the foregoing Jacobs may assign this Agreement to an affiliate of Jacobs, and each party may assign its rights and obligations hereunder to any successor-in-interest to all or substantially all of such party's assets to which this Agreement pertains.

14.7 Headings. The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

14.8 Severability. In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.



14.9 Equitable Relief. The parties each acknowledge that any breach of Section 5 (Access to the Web Application) or Section 10 (Confidentiality) cannot adequately be compensated by damages in an action at law and that a breach or threatened breach of any such provision would cause the non-breaching party irreparable injury and damage. The parties, therefore, agree that the non-breaching party shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any actual or threatened breach of license terms or Section 10; *provided, however*, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuit of other legal or equitable remedies in the event of such a breach.

14.10 Survival. Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled. Without limiting the foregoing, upon the expiration or termination of this Agreement for any reason, Section 5 (Access to the Web Application), 8 (Fees; Late Fees; Taxes), 9 (Proprietary Rights), 10 (Confidentiality), 11 (Disclaimer of Warranties), 12 (Indemnity; Limitation of Liability) and 13 (Term and Termination) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

14.11 Entire Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

14.12 Notices. Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement, or any address later provided by such party as provided herein. All notices will be sent by registered or certified mail, or reputable overnight courier. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier will be deemed effective the day after deposit or transmission, as applicable.

IN WITNESS WHEREOF this Agreement has been signed on behalf of each party by its duly authorized representative on the day and year written below.

Signed for and on behalf of: JACOBS ENGINEERING GROUP INC. Signature:  Name: Gregg Kennedy Position: Vice President Date: March 4th 2025	Signed for and on behalf of: PIMA COUNTY Signature:  Name: Jackson Jenkins Position: Director, RWRD Date: March 6th 2025
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Schedule

Scope

Jacobs Engineering Group Inc. (Jacobs) is supporting Pima County (County) with implementation of Intelligent Operations and Maintenance (O&M) at the Tres Rios Water Reclamation Facility (Tres Rios). There are specific use cases for implementation to optimize performance at Tres Rios that include:

- Disinfection chemicals (sodium hypochlorite and sodium bisulfite);
- Dewatering polymer at the centrifuges;
- Maintenance work order integration with Maximo, with special attention to prioritizing preventive and corrective work orders for online instrumentation used for optimization;

Project Management

Jacobs will provide project management activities, including coordination with County staff, development of a monthly progress report, and project administration. This will include internal project setup, project accounting, and monthly invoicing and progress reports. Progress reports will summarize work completed during each monthly invoice period, status of work elements, and progress. Upon Notice to Proceed (NTP) or delivery order, Jacobs will coordinate with County to commence work.

Task 1 – Model and Data Interface Development

The purpose of Task 1 is to develop the data science model of recommended use cases, get the system integrated with County data, and prepare interfaces for deployment. Key activities include:

- Submit any additional data needs request specific to selected use cases, such as polymer consumption once new feed system is installed, to verify baseline usage.
- Coordinate with County IT department on data to be accessed from SCADA Historian, Maximo CMMS, and IT protocols regarding transfer of data via cloud methods.
- Develop and implement cloud-based transfer of data from Tres Rios into Palantir's Foundry, which is the platform for Intelligent O&M.
- Develop use case models for optimization of disinfection chemicals, polymer, and associated instrument monitoring, and test using past data.
- Develop use case model for maintenance management at the Tres Rios plant based on the existing Maximo CMMS database through a live connection, and integration with instrument monitoring for chemicals.
- Coordinate with County to determine field users and adjust user interface per use cases (units of measure, frequency of notifications, etc.).
- Develop management dashboard to show how often recommendations are accepted or rejected as well as track the recommendations that are being made.

Task 2 - Systems Deployment, Testing, and Training

Task 2 will focus on training County personnel on use of the system, test and QC the live system, and ultimately deploy the system for daily use. Key activities include:

- Once data are being brought into Foundry and use case models are validated, begin deploying the solution at Tres Rios.
- Conduct live testing of the solution for one month, to compare recommendations of the solution versus current practices (dosages, maintenance intervals, etc.).
- Train operators on the system, including how to accept or reject a recommendation and how to make notes when recommendation is rejected. Train managers on the dashboard.
- Following training, begin sending daily text message and/or email alerts to field staff. Operators will begin implementing recommendations from the use case models. A gradual ramp up period is typical, over a 2-4 week period.
- Provide remote support for the dashboard, the use case model, and the alerting system, including biweekly calls with field staff by Jacobs/Palantir experts for the first two months, and then weekly calls thereafter for the term of the license.

Task 3 - Full Deployment, Ongoing Long Term Support

Once deployed, Task 3 will focus on sustainment and support of the operational Intelligent O&M system for Tres Rios. Key activities include:

- After initial deployment in Task 2, support will be through once weekly scheduled calls between Tres Rios field staff and Jacobs/Palantir experts. Any model or user interface adjustments agreed upon by the parties will be made within three (3) business days.
- Periodic updates to data science models, notifications and user interface upgrades may also be performed by the Jacobs/Palantir team over the term of the license to optimize system performance, incorporate additional data or new features, or other adjustments.

Assumptions

- County will provide requested supporting data within 2 weeks of Jacobs request.
- Draft deliverables will be provided to County for 2-week review and comment period.
- All training will occur at County facilities.
- Virtual progress meetings will be held with Jacobs PM and County PM monthly.

Output Data

- Use case implementation
 - Disinfection chemicals (sodium hypochlorite and sodium bisulfite);
 - Dewatering polymer at the centrifuges;
 - Maintenance work order integration with Maximo, with special attention to prioritizing preventive and corrective work orders for online instrumentation used for optimization;
- Operator Training Session Materials and Training Session
- System Access for County specified individuals
- Monthly Log of Recommendation Acceptance Rate, Issues/Resolutions
- Quarterly Efficiency Review and Report

Client Responsibilities

Client to provide requested data in a timely manner to allow Jacobs to meet the Timetable below. Client will also coordinate with Jacobs on establishing and maintaining secure data connectors to SCADA Historian(s), CMMS maintenance database, laboratory database, and other data sources as required to sustain data inputs into the Foundry platform, and with the frequency appropriate for each use case. Any instrumentation needs determined to be necessary to fully implement a use case will be the sole responsibility of the Client. Client staff will have access to mobile devices to receive push notifications on a daily basis. Client will designate leads or points of contact for use cases, and make them available for workshops, meetings, and weekly support calls as necessary to develop, deploy and sustain the use cases.

Subscription Details

The subscription term is for three (3) years plus two, one (1) year optional extensions. Pima County staff designated by the Client are authorized users where access is unlimited in terms of users and frequency.

Timetable

Jacobs is prepared to begin work upon notice to proceed (NTP) from County. A high-level schedule to provide the scope of services to deploy the Intelligent O&M solution at Tres Rios is listed below:

- Task 1 is expected to require no more than two (2) months to complete from the execution of this task order, assuming data connections can be established in a timely manner.
- Task 2 is expected to require no more than one (1) additional month to complete, after which the system will be considered fully deployed.
- Task 3 aligns with the subscription term.

Fees

Jacobs will invoice the County a fixed product fee of \$12,000/month for an initial 3-year period of performance for a total fee not to exceed \$432,000. Invoices will be generated quarterly and submitted to the County.

INTELLIGENT O&M TRANSPARENCY NOTICE

Intelligent O&M is a proprietary software application for the advanced monitoring, analytics and insight of wastewater treatment plant energy (the "Web Application") owned and operated by **Jacobs Engineering Group Inc.** ("Jacobs" or "we"), built on Palantir's *Foundry* platform. Jacobs' principal place of business is located at 1999 Bryan Street, Suite 1200, Dallas, TX 75201.

This Transparency Notice gives you information about how we use your Personal Data, and the rights that you have in your Personal Data and this Transparency Notice applies to Authorized Users of the Web Application.

We are a Data Controller. This means that we are responsible for deciding how we hold and use Personal Data about you, and explaining it clearly to you.

1.1 What Personal Data do we collect

Personal Data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of Personal Data about you which we have grouped together as follows:

- **Identity data** may include title, first name, last name and job title.
- **Contact data** may include email address, telephone numbers, company name, department.
- **Technical data** may include internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, as well as other technology on the devices you use to access this website.
- **Profile data** may include your username (email address) and password.
- **Usage data** may include information about how you use our Web Application, Services (pages viewed, links clicked, data submitted and data exported, on specific dates and time).
- **Communication data** may include records of email communications and telephone calls if you request support, as well as notifications of recommendations in the Web Application.

We do not collect any **Special Categories** of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

IOM Transparency Notice
Last updated: September 2024

1.2 If you fail to provide Personal Data

Where we need to collect Personal Data to run the Web Application or to give effect to the Client Contract, and you fail to provide that data when requested, we may not be able to provide you with access or will have to cancel your access to the Web Application and the Services. Should this occur, we will notify you if this is the case at the time.

1.3 How we use your Personal Data

We will only use your Personal Data when the law allows us to and most commonly in the following circumstances:

- Where we need to provide you, as an Authorized User, access to the Web Application and the Services in accordance with the Client Contract
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests
- Where we need to comply with a legal obligation

1.4 Purposes for which we will use your Personal Data

We have set out below, in a table format, a description of all the ways we plan to use your Personal Data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new Authorized User	(a) Identity data (b) Contact data	Performance of a contract with the Client
To authenticate your user session and let you access the Web Application and Services	(a) Identity data (b) Technical data (c) Profile data	(a) Performance of a contract with the Client (b) Necessary for our legitimate interest (provision of administration and IT services, network security and to prevent fraud) (c) Necessary to comply with a legal obligation
To send you recommendations (via email) generated by the Web Application	(a) Contact data (b) Communication data	Performance of a Contract with the Client

IOM Transparency Notice
Last updated: September 2024

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To administer and protect our business and the Web Application (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity data (b) Contact data (c) Technical data	Necessary for our legitimate interests (for running our business, provision of the Web Application, administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)
To monitor your use of the Web Application and Services and your compliance with the Terms	(a) Profile data (b) Technical data (c) Usage data	(a) Performance of the contract with the Client. (b) Necessary for our legitimate interest (provision of administration and IT services, network security and to prevent fraud)

1.5 Cookies

The Web Application uses cookies to collect information from you automatically when you use the Web Application and distinguish you from other users. Cookies are small text files that are stored on your computer or device when you visit a website, and have different functions.

You may change your cookie settings through your browser and the help section.

However, we only use essential cookies to authenticate users and prevent fraudulent use of user accounts, to allow us to track your individual user session and enable you to use the Web Application and Services. If you change your cookie settings or preferences, you may lose some or all functionalities in the Web Application and Services.

1.6 Whom are we sharing your Personal Data with

Your Personal Data is securely stored within our or our authorized third-party providers encrypted servers and may only be accessed by our IOM team, and our third-party service providers who support the use of the Application and Services, as shown in the table below:

Third-party provider	Activity	Purpose
Palantir	Hosting backup, and sending emails	As necessary to carry out hosting and backup services, resolve associated technical issues and to send emails carrying recommendations
Twilio	Sending text messages containing recommendations to our Authorized Users	As necessary to communicate with our Authorized Users

IOM Transparency Notice
Last updated: September 2024