

**EXHIBIT A**  
**SCOPE OF SERVICES AND COMPENSATION**

Jacobs Engineering Group Inc. (Jacobs) will provide this scope of professional services for Collin County (County), Texas.

This Exhibit A is a part of the Agreement between the parties and is incorporated by reference therein. The basis of compensation for Jacobs providing the services as described herein is defined in Appendix 1 to this Exhibit and is incorporated by reference.

**A. SCOPE OF SERVICES**

**I. COLLIN COUNTY'S PHASE II STORM WATER MANAGEMENT PROGRAM (SWMP) 2018 ANNUAL REPORT**

**A. 2018 ANNUAL REPORT TO TCEQ FOR 2017 CALENDAR YEAR**

**Task 100 – Conference Calls with County Staff**

Jacobs will participate in up to three (3) conference calls with the County staff during preparation of the annual report to coordinate the transfer of data and information for the report.

Deliverable: Meeting minutes.

**Task 200 – Meetings with County Staff**

Jacobs will attend up to one (1) meeting with the County staff during preparation of the annual report to coordinate the transfer of data and information for the report.

Deliverable: Meeting minutes.

**Task 300 – 2018 Annual Report**

Jacobs will assist the County in assembling the performance data and compile the 2018 annual report for the Phase II SWMP. The Annual Report will contain a number of elements including:

- Status and documentation of compliance with the Best Management Practice (BMP) implementation and measurable goals,
- Status of any additional control measures implemented by the permittee,
- A summary of the results of the information collected and analyzed,
- A summary of activities planned for the next reporting cycle,
- Proposed changes to the storm water management program,
- Number of County construction activities and total number of acres disturbed,
- Number of construction activities that occurred within the County's jurisdiction during the reporting period.

The period of performance covered by the 2018 annual report will include activities from January 1, 2017 through December 31, 2017. Jacobs will prepare a draft of the annual report for the County to review prior to submission to TCEQ.

Jacobs will scan all supporting documentation provided by the County into digital format for the annual report. Lengthy documentation will be abbreviated or summarized for inclusion in the annual report (as appropriate). Jacobs will incorporate comments received from the County into the Final Annual Report and format the report for submission to TCEQ.

The 2018 Annual Report will be prepared and finalized by March 31, 2018 for the County to submit to the TCEQ. The Annual report will be provided in digital (pdf) and hardcopy formats. Five (5) copies of the final report will be supplied to the County. Two (2) copies will be provided for submission to TCEQ and three (3) copies for the County.

Deliverable: Draft and Final 2018 Annual Reports in both hardcopy (5 copies) and digital formats.

#### **Task 400 - Notice of Change and Revised SWMP Pages**

Jacobs will prepare a Notice of Change for the County to submit to TCEQ to reflect any deviations from the proposed schedule of implementation for the BMPs (if necessary). Revised SWMP BMP pages will also be prepared to update the County's SWMP binders.

Deliverable: Notice of Change forms, and Updated SWMP BMP pages.

#### **Task 500 - Annual Water Quality Permitting Fee Submittal**

Jacobs will prepare the Annual Water Quality Permit Fee submittal and \$100 check made payable to TCEQ for the County's Municipal Separate Storm Sewer System (MS4) permit (TXR040035). Jacobs will ship appropriate forms and check via overnight FedEx service. The County will forward the TCEQ invoice to Jacobs upon receipt for processing.

Deliverable: Electronic copies of check and permit fee submittals and tracking information from FedEx.

#### **Task 600 – Review County's Construction SWPPP Template**

Jacobs will review the County's construction SWPPP template and provide guidance on improvements and deficiencies. The SWPPP template is used for county construction projects that are generally less than 1 acre of disturbed area.

Deliverable: Recommendation memorandum outlining deficiencies and measures/language to resolve those deficiencies and/or improvements to the SWPPP template.

#### **Task 700 – Review and Update County's SPCC Plans**

Jacobs will review and update (as appropriate) the County's SPCC plans for the Wilmeth Road Service Center and the Farmersville Service Center. Jacobs will perform a site visit for each facility to review current spill prevention procedures. Updates will be limited to tank sizes and locations that may have changed since Jacobs last updated the SPCC plans. Updates will be limited to designated persons (Section 1.1), Table 2 (Section 3.1), and the Site Plan in Appendix 1.

Jacobs will certify and seal the plans (as appropriate based on the volume of fuel at each site).

Deliverable: Updated SPCC plans (2 hardcopies and 1 digital copy).

## **B. ADDITIONAL SERVICES**

From time to time, the County may require additional services to those described in Section A above. Jacobs will provide these services and be compensated, additional to the total contract amount shown in Appendix 1, Section A including all modifications by mutual agreed change orders, in accordance with the terms described in Appendix 1, Section B.

### **I. ADDITIONAL SERVICES EXAMPLES**

Additional Services may consist of, but not be limited to, the following items:

- A. Legal and accounting services for the project not specifically described above,
- B. Additional project meetings not specifically described above,
- C. Cost of filing, permitting or reviewing fees not specifically described above,
- D. Technical support for negotiation issues,
- E. Testimony as an expert witness in any litigation,
- F. Public notice / public meetings not specifically described above, and
- G. Other services not specifically enumerated above.

## **C. GENERAL CONDITIONS**

This Exhibit A is based on the following general conditions.

### **I. GENERAL CONDITIONS LISTING**

- A. The County will provide suitable meeting rooms for project meetings.
- B. The County will provide performance data and documentation regarding BMP implementation in a timely manner.
- C. The County will forward the Water Quality Permit Fee invoice to Jacobs upon receipt and a minimum of 2 weeks prior to the invoice due date.

## **D. JACOBS' CONTACT FOR ALL CORRESPONDENCE**

Please direct all correspondence to: Joan Flowers  
Project Manager  
Jacobs Engineering Group Inc.  
777 Main Street  
Fort Worth, Texas 76102  
(817) 735-6068 (office)  
(817) 897-1121 (cell)

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**APPENDIX 1**  
**BASIS OF COMPENSATION**

This Appendix 1 to Exhibit A defines the basis of compensation to Jacobs for providing the Scope of Services in Exhibit A and is incorporated by reference therein.

**A. COMPENSATION SCHEDULE**

For the engineering services described in Exhibit A for the SWMP 2018 (2017 Calendar Year) Annual Report, the County agrees to compensate Jacobs a total lump sum fee in the amount of **TWENTY TWO THOUSAND THIRTY FIVE DOLLARS AND ZERO CENTS (\$22,035.00)** for the Basic Services. Payment terms will be as described below.

**I. ENGINEERING SERVICES**

**I. 2018 ANNUAL REPORT TO TCEQ / COMPLIANCE SUPPORT**

Task 100 - Conference Calls with County Staff (3)	\$ 1,260.00
Task 200 - Meetings with County Staff (1)	\$ 1,330.00
Task 300 - 2018 Annual Report	\$ 11,170.00
Task 400 - Notice of Change and Revised SWMP Pages	\$ 1,500.00
Task 500 - Annual Water Quality Permitting Fee Submittal	\$ 75.00
Task 600 - Review/Update SWPPP Template	\$ 1,100.00
Task 700 - Review/Update SPCC Plans	\$ 4,700.00

***Sub-Total Professional Services (Lump Sum)..... \$21,135.00***  
***Expenses (NTE)..... \$ 900.00***

**TOTAL CONTRACT AMOUNT ..... \$22,035.00**

Payment of fees for the 2018 Annual Report Preparation shall be monthly according to the percent of completed work by task. Cumulatively, the monthly invoices shall not exceed the fixed fee stated above unless changes in the scope of work are authorized. Payment of fees for the Additional Services shall be monthly according to the detailed invoices for those employees working on the project and reimbursable expenses. Payments shall be past due 30 days following the date of invoice.

**II. REIMBURSABLE EXPENSES**

In performance of the Scope of Services described in Exhibit A, the following types of expenses are contemplated in the Total Contract Amount shown above. These are considered

reimbursable expenses and Jacobs will be compensated for providing same in accordance with the following.

- A. Reimbursable Expenses include the following items:
  - 1. Out-of-pocket expenses related to courier expenses and reprographics shall be reimbursed at cost.
  - 2. Cost of permits or fees required by regulatory agencies or departments obtained on behalf of the County shall be reimbursed at cost. The County will have the option to pay the fees directly.
- B. Cost for all travel expenses incurred by employees related to the performance of the Work in accordance with Jacobs' standard policies. Compensation for mileage will be at the standard IRS rate at the time incurred.

## **B. ADDITIONAL SERVICES COMPENSATION BASIS**

Jacobs will be compensated for Additional Services provided, and not specifically identified in Exhibit A, on a time and expense basis at Jacobs' standard rates plus non-labor expenses, as defined below.

### **I. GENERAL COMPENSATION**

- A. All labor expended in performance of the work at Jacobs' standard rates.
  - 1. Jacobs' standard work week is 40 hours.
  - 2. The rate for compensation to Jacobs for exempt employees working more than the standard work week will be at 1.0 times the standard rate for all hours worked above the 40 hours/week.
  - 3. The rate for compensation to Jacobs for non-exempt employees working more than the standard work week will be at 1.5 times the standard rate for all hours worked above the 40 hours/week.
- B. Cost for all travel & living, per diem, temporary & long term assignment expenses, etc. incurred by employees related to the performance of the Work in accordance with Jacobs' standard policies. Compensation for mileage will be at the standard IRS rate at the time incurred.
- C. All out-of-pocket expenses for courier services, reprographics, and support materials directly related to the performance of the work, at cost.
- D. All permits and fees required by regulatory or jurisdictional agencies obtained for the Work, at cost.

**II. STANDARD BILLING RATES (Effective Date: October 1, 2017)**

<u>Category</u>	<u>Bill Rate \$/Hour</u>
EIT	\$ 80
Clerical/Admin	\$ 80
Environmental Scientist	\$ 90
Project Engineer	\$ 95
GIS Analyst	\$ 95
Senior Water Quality Scientist	\$ 140
Senior Environmental Scientist/Sr. Engineer	\$ 180
Project Manager/Project Controls	\$ 180
Senior Project Manager (Principal)	\$ 200

**Notes:** These rates are valid for one year from the date specified as “Effective Date” above and subject to adjustment thereafter.

This Rate Schedule is not an all-inclusive list of categories of personnel employed by Jacobs. Should there be a need to use a category(s) of personnel additional to the categories listed above, they will be discussed with the County at the time their service requirements are defined and this Rate Schedule amended accordingly.

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