



# Contract Amendment No. 14

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor:	<u>Jacobs Engineering Group, Inc.</u>	Contract	<u>Storm Water Management Program</u>
	<u>Attn: Joan Flowers, CPSWQ</u>	Contract No.	<u>12179-08</u>
	<u>777 Main Street</u>		
	<u>Fort Worth, TX 76102-5304</u>	Effective Date	<u>February 22, 2021</u>

Awarded by Court Order No.:	<u>2007-1120-12-18</u>
Contract Amendment 1	Court Order No.: <u>2009-440-06-22</u>
Contract Amendment 2	Court Order No.: <u>2010-446-07-12</u>
Contract Amendment 3	Court Order No.: <u>2011-534-08-08</u>
Contract Amendment 4	Court Order No.: <u>2012-591-08-27</u>
Contract Amendment 5	Court Order No.: <u>2013-642-08-26</u>
Contract Amendment 6	Court Order No.: <u>2013-643-08-26</u>
Contract Amendment 7	Court Order No.: <u>2014-239-05-05</u>
Contract Amendment 8	Court Order No.: <u>2015-061-02-02</u>
Contract Amendment 9	Court Order No.: <u>2015-809-11-02</u>
Contract Amendment 10	Court Order No.: <u>2016-935-12-12</u>
Contract Amendment 11	Court Order No.: <u>2018-081-02-05</u>
Contract Amendment 12	Court Order No.: <u>2019-160-02-25</u>
Contract Amendment 13	Court Order No.: <u>2020-156-02-24</u>
Contract Amendment 14	Court Order No.: <u></u>

**YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT**

2021 Annual Report and Related Activities for Phase II of the Storm Water Management Program (SWMP),  
SWMP Revision and Permit Renewal.

Total Fee	\$53,672.00
Previous Total	\$53,455.00
Amendment No 1	\$28,034.00
Amendment No 2	\$21,751.00
Amendment No 3	\$22,671.00
Amendment No 4	\$64,110.00
Amendment No 5	(\$37,739.00)
Amendment No 6	\$12,980.00
Amendment No 7	\$21,422.00
Amendment No 8	\$17,840.00
Amendment No 9	\$16,745.00
Amendment No. 10	\$17,095.00
Amendment No. 11	\$22,035.00
Amendment No. 12	\$53,672.00
Amendment No. 13	\$24,136.00
Amendment No. 14	\$30,072.00
New Total	\$368,279.00

Except as provided herein, all terms and conditions of the contract remain in full force and effect  
and may only be modified in writing signed by both parties.

ACCEPTED BY:

Jacobs Engineering Group, Inc.

777 Main Street  
Fort Worth, TX 76102-5304

*Sindhu Avalokita*

SIGNATURE  
Sindhu Avalokita

PRINT NAME

TITLE: Operations Leader, NTX/OK

DATE: 2/16/2021

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

Michelle Charnoski, CPPB  
Purchasing Agent

DATE: \_\_\_\_\_

## **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) 2021 ANNUAL REPORT**

###### **A. 2021 ANNUAL REPORT TO TCEQ FOR 2020 CALENDAR YEAR**

###### **Task 21.100 –Conference Calls with County Staff**

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

Deliverable: Meeting agenda and summaries via email.

###### **Task 21.200 – 2021 Annual Report (Draft)**

Jacobs will assist the County in assembling the performance data and compile the 2021 annual report for the Phase II SWMP. The Annual Report will contain the following:

- 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 2021 annual report will include activities from January 1, 2020 through December 31, 2020. 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 use the most updated template available from TCEQ (Form 20561, Rev July 2019) at the time of submittal.

Deliverable: Draft report in digital (pdf) format.

**Task 21.201 – 2021 Annual Report (Final)**

Jacobs will incorporate comments received from the County into the Final Annual Report and format the report for submission to TCEQ.

The 2021 Annual Report will be prepared and finalized by March 31, 2021 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 via overnight shipping or courier service. Two (2) copies will be provided for submission to TCEQ and three (3) copies for the County.

Deliverable: Final 2021 Annual Reports in both hardcopy (5 copies) and digital formats. Supporting documentation will be provided on a CD attached to the inside front cover of the hardcopy reports.

**Task 21.300 - Annual Water Quality Permitting Fee Submittal**

Jacobs will prepare the Annual Water Quality Permit Fee submittal with payment to TCEQ for the County's Municipal Separate Storm Sewer System (MS4) permit (TXR040035). Jacobs will ship appropriate forms and check via overnight shipping or courier service. The County will forward the TCEQ invoice to Jacobs upon receipt for processing.

Should the TCEQ require payment electronically through online e-permitting system, Jacobs will perform an electronic funds transfer using a corporate credit card.

Deliverable: Electronic copies of check and permit fee submittals and tracking information from the shipping company.

**Task 21.400 - 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 21.500 – Virtual Training Sessions for County Employees**

Jacobs will prepare and host two (2), 1-hour virtual training sessions for County employees. The first training will be designed for County Road and Bridge employees on proper use of BMPs including installation, maintenance and inspection and use of the SWPPP template. The second training will be a more general presentation appropriate to any County department on what is considered an illicit discharge, visual indications of discharges, and where and how to report illicit discharges. Jacobs will provide a knowledgeable instructor to conduct each virtual training session.

The presentations will be provided via Microsoft Teams or other appropriate publicly available software such as Zoom. The County will be responsible for scheduling and providing appropriate hardware and software for County

employees receiving the training. The County will be given the opportunity to review and comment on the training presentations prior to finalization.

Deliverable: Digital copies of training presentations.

## **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. Publication of public notice in newspaper,
- G. Public notice / public meetings not specifically described above, and
- H. 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 coordinate training sessions and provide a list of email addresses to invite to virtual training sessions.
- 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 2021 (2020 Calendar Year) Annual Report, the County agrees to compensate Jacobs a total lump sum fee in the amount of **THIRTY THOUSAND, SEVENTY-TWO DOLLARS AND ZERO CENTS (30,072.00)** for the Basic Services. Payment terms will be as described below.

**I. ENGINEERING SERVICES**

**I. 2021 ANNUAL REPORT TO TCEQ**

Task 21.100 - Conference Calls with County Staff (3)	\$ 1,500.00
Task 21.200 - 2021 Annual Report (2020 Calendar Year) - Draft	\$ 14,847.00
Task 21.201 - 2021 Annual Report (2020 Calendar Year) - Final	\$ 6,000.00
Task 21.300 - Annual Water Quality Permitting Fee Submittal	\$ 175.00
Task 21.400 - Notice of Change and Revised SWMP Pages	\$ 2,900.00
Task 21.500 - Virtual Training Sessions for County Employees (2)	\$ 3,600.00
<b>Sub-Total Professional Services .....</b>	<b>\$29,022.00</b>
<b>Expenses.....</b>	<b>\$ 1,050.00</b>
<b>TOTAL CONTRACT AMOUNT .....</b>	<b>\$30,072.00</b>

Payment of fees for the SWMP 2021 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.
  3. 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. No travel included in current amendment.

## **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: January 1, 2021)**

<b><u>Category</u></b>	<b><u>Bill Rate \$/Hour</u></b>
Clerical/Administrative Assistant	\$ 80
Environmental Scientist	\$ 90
Project Engineer	\$ 95
GIS Analyst	\$ 95
Senior Water Quality Scientist	\$ 150
Project Manager/Senior Environmental Scientist/Sr. Engineer	\$ 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 of personnel not listed above, they will be discussed with the County at the time their services are required, and this Rate Schedule will be amended accordingly.