



Contract Modification Document

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

Vendor: Jacobs Engineering Group, Inc.
Attn: Michael Perkins, PE, CFM
777 Main Street
Fort Worth, TX 76102-5304

Contract No. 12179-08
Contract: Storm Water Management Program

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Add 2023 Annual Report and Related Activities for Phase II of the Storm Water Management Program (SWMP)

Total: \$ 30,000.00

Table with 2 columns: Description, Amount. Rows include Original Amount (\$53,455.00), Amendments 1-16, and New Total (\$428,351.00).

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.

Contract Amendment No. 16 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. effective on

ACCEPTED BY:

Handwritten signature of Jesus Gonzalez

SIGNATURE
Jesus Gonzalez, P.E.
(Print Name)

TITLE: Manager of Project
DATE: 2/8/2023

SIGNATURE
Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT
DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2007-1120-12-18

| | | | | | |
|---------------|-----------|-----------------|-----------------------|---------|---|
| Amendment No. | <u>1</u> | Court Order No. | <u>2009-440-06-22</u> | Summary | <u>Year 2 Support Services</u> |
| Amendment No. | <u>2</u> | Court Order No. | <u>2010-446-07-12</u> | Summary | <u>Year 3 Support Services</u> |
| Amendment No. | <u>3</u> | Court Order No. | <u>2011-534-08-08</u> | Summary | <u>Year 4 Support Services</u> |
| Amendment No. | <u>4</u> | Court Order No. | <u>2012-591-08-27</u> | Summary | <u>Year 5 Support Services</u> |
| Amendment No. | <u>5</u> | Court Order No. | <u>2013-642-08-26</u> | Summary | <u>Remove Renewal Application Svcs</u> |
| Amendment No. | <u>6</u> | Court Order No. | <u>2013-643-08-26</u> | Summary | <u>Interim Year Report</u> |
| Amendment No. | <u>7</u> | Court Order No. | <u>2014-239-05-05</u> | Summary | <u>TCEQ Permit Renewal</u> |
| Amendment No. | <u>8</u> | Court Order No. | <u>2015-061-02-02</u> | Summary | <u>2015 Annual Report, Phase II, SWMP</u> |
| Amendment No. | <u>9</u> | Court Order No. | <u>2015-809-11-02</u> | Summary | <u>2016 Annual Report, Phase II, SWMP</u> |
| Amendment No. | <u>10</u> | Court Order No. | <u>2016-935-12-12</u> | Summary | <u>2017 Annual Report, Phase II, SWMP</u> |
| Amendment No. | <u>11</u> | Court Order No. | <u>2018-081-02-05</u> | Summary | <u>2018 Annual Report, Phase II, SWMP</u> |
| Amendment No. | <u>12</u> | Court Order No. | <u>2019-160-02-25</u> | Summary | <u>2019 Annual Report, Phase II, SWMP</u> |
| Amendment No. | <u>13</u> | Court Order No. | <u>2020-156-02-24</u> | Summary | <u>2020 Annual Report, Phase II, SWMP</u> |
| Amendment No. | <u>14</u> | Court Order No. | <u>2021-214-03-08</u> | Summary | <u>2021 Annual Report, Phase II, SWMP</u> |
| Amendment No. | <u>15</u> | Court Order No. | <u>2022-104-02-07</u> | Summary | <u>2022 Annual Report, Phase II, SWMP</u> |
| Amendment No. | <u>16</u> | Court Order No. | | Summary | <u>2023 Annual Report, Phase II, SWMP</u> |

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)
2023 ANNUAL REPORT**

A. 2023 ANNUAL REPORT TO TCEQ FOR 2022 CALENDAR YEAR

Task 22.100 –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 22.200 – 2023 Annual Report (Draft)

Jacobs will assist the County in assembling the performance data and compile the 2023 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 2023 annual report will include activities from January 1, 2022 through December 31, 2022. 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 22.201 – 2023 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 2023 Annual Report will be prepared and finalized by March 17, 2023 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 2023 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 22.300 - 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.

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: Michael Perkins, P.E.
 Project Manager
 Jacobs Engineering Group Inc.
 1999 Bryan Street, Ste. 3600
 Dallas, TX 75201
 michael.perkins@jacobs.com

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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 2023 (2022 Calendar Year) Annual Report, the County agrees to compensate Jacobs a total lump sum fee in the amount of **THIRTY THOUSAND AND ZERO CENTS (30,000.00)** for the Basic Services. Payment terms will be as described below.

I. ENGINEERING SERVICES

I. 2023 ANNUAL REPORT TO TCEQ

| | |
|---|--------------------|
| Task 22.100 - Conference Calls with County Staff (3) | \$ 2,000.00 |
| Task 22.200 - 2023 Annual Report (2022 Calendar Year) - Draft | \$ 16,000.00 |
| Task 22.201 - 2023 Annual Report (2022 Calendar Year) - Final | \$ 7,000.00 |
| Task 22.300 - Notice of Change and Revised SWMP Pages | \$ 3,500.00 |
| Sub-Total Professional Services | \$28,500.00 |
| <i>Expenses.....</i> | <i>\$ 1,500.00</i> |
| TOTAL CONTRACT AMOUNT | \$30,000.00 |

Payment of fees for the SWMP 2023 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: December 1, 2022)

| <u>Category</u> | <u>Bill Rate \$/Hour</u> |
|---|---------------------------------|
| Clerical/Administrative Assistant | \$ 75 |
| Environmental Scientist | \$ 75 |
| Project Engineer | \$ 114 |
| Senior Water Quality Scientist | \$ 183 |
| Project Manager/Senior Environmental Scientist/Sr. Engineer | \$ 211 |
| Senior Project Manager (Principal) | \$ 203 |

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.