

TFC Contract No. 17-025-000
Jacobs Engineering Group Inc.
RFQ No. 303-6-01454 / PO 303-6-7038
Req. No. 303-0-01309
Amendment No. 6
Project No. 16-030-8060

**AMENDMENT NO. 6
TO THE
PROFESSIONAL ARCHITECT/ENGINEERING SERVICES
AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
JACOBS ENGINEERING GROUP INC.**

This Amendment No. 6 to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as “Amendment No. 6”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28), and Jacobs Engineering Group Inc. (hereinafter referred to as “Architect/Engineer” or “A/E”), located at 2705 Bee Cave Road, Suite 300, Austin, Texas 78746 (hereinafter referred to collectively as the “Parties”), to amend the Professional Architectural/Engineering Services Agreement between the Parties, as amended.

RECITALS

WHEREAS, on January 27, 2017, the Parties entered into that one certain *Professional Services Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Jacobs Engineering Group Inc.* (hereinafter referred to as the “Agreement”); and

WHEREAS, the Parties executed Amendments numbered, 1, 2, 3, 4, and 5, on May 8, 2018, July 30, 2018, October 2, 2018, July 23, 2019, and November 27, 2019, respectively; and

WHEREAS, the Parties now desire to provide for Additional Services and Fees, and to include certain provisions adopted by TFC subsequent to the execution of the Agreement and its Amendments numbered 1, 2, 3, 4, and 5, inclusive, in order to reflect the will of the Texas Legislature, and to comply with requirements promulgated by the State Auditor’s Office and the Comptroller of Public Accounts;

NOW THEREFORE, the Parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.
2. The Parties agree to modify ARTICLE II – SCOPE OF SERVICES, Section 2.1, Description of Project, Subsection 2.1.1, North Austin Complex, by modifying Paragraph 2.2.7.2.1, as added by Amendment No. 3 and modified under Amendment No. 4, to include the following Additional Services:

“Provide a feasibility study for an onsite water well to

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supplement the North Austin Complex irrigation system as further described in A/E's Proposal dated February 6, 2020 and consisting of five (5) pages, attached hereto and incorporated herein for all purposes as 'Exhibit M-6.'

3. The Parties agree to modify ARTICLE IV – CONSIDERATION, Section 4.1, Contract Limit-Fees and Expenses, Subsection 4.1.1, Fixed Fee, by reflecting additional fees in the amount of Fifteen Thousand Five Hundred Fifty-Two and No/100 Dollars (\$15, 552.00), thus increasing the total amount of the Agreement from Ten Million One Hundred Ten Thousand Fifty-Nine and No/100 Dollars (\$10,110,059.00), to a new total not to exceed amount of Ten Million One Hundred Twenty-Five Thousand Six Hundred Eleven and No/100 Dollars (\$10,125,611.00). Thus, Subsection 4.1.1, shall read in its entirety as follows:

“4.1.1. Fixed Fee. In exchange for the proper performance and timely delivery of the Professional Services as specified by this Agreement, A/E shall be paid a fixed fee of Ten Million One Hundred Twenty-Five Thousand Six Hundred Eleven and No/100 Dollars (\$10,125,611.00). A/E will not be compensated for any Professional Services performed or delivered by A/E prior to the Effective Date of this Agreement or after its termination. Such Fixed Fee shall be paid to A/E pursuant to the A/E's Fee Schedule and Staffing Plan, 'Exhibit L' as modified by 'Exhibit M-6.'”

4. The Parties agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS BY A/E, Section 6.1, Warranties and Representations by A/E, by adding Subsections 6.1.23 through and including 6.1.29, as follows:

“6.1.23. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. A/E certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving A/E within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

6.1.24. Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053, Texas Government Code, A/E certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate

6.1.25. No Conflicts. A/E represents and warrants that A/E has no actual or potential conflicts of interest in providing services to the State of Texas under this Agreement and that A/E's provision of services under this Agreement would not reasonably create an appearance of impropriety.

6.1.26. Excluded Parties. A/E certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

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6.1.27. Suspension and Debarment. A/E certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

6.1.28. Human Trafficking Prohibition. Pursuant to Section 2155.0061 of the Texas Government Code, A/E certifies that it is not ineligible to receive this agreement and acknowledges that this Agreement may be terminated and payment withheld if A/E's certification in this matter is inaccurate. TFC may not award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year (5) period preceding the date of the award, has been convicted of any offense related to the direct support or promotion of human trafficking.

6.1.29. Use of State Property. A/E is prohibited from using State Property for any purpose other than performing services authorized under the Agreement. State Property includes, but is not limited to: TFC's office space, identification badges, TFC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TFC issued software, and the TFC Virtual Private Network (VPN client)), and any other resources of TFC. A/E shall not remove State Property from the continental United States. In addition, A/E may not use any computing device to access TFC's network or e-mail while outside of the continental United States. A/E shall not perform any maintenance services on State Property unless the Agreement expressly authorizes such services. During the time that State Property is in the possession of A/E, A/E shall be responsible for (i) all repair and replacement charges incurred by TFC that are associated with loss of State Property or damage beyond normal wear and tear; and (ii) all charges attributable to A/E's use of State Property that exceeds the scope of the Agreement. A/E shall fully reimburse such charges to TFC within ten (10) calendar days of A/E's receipt of TFC's notice of amount due. Use of State Property for a purpose not authorized by agreement shall constitute breach of contract and may result in termination of the Agreement and the pursuit of other remedies available to TFC under contract, at law, or in equity."

5. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, by adding subsection 11.9.1, Cybersecurity Training Required, as follows:

"11.9.1. Cybersecurity Training Required. If A/E has "access," as that term is defined in 1 Tex. Admin. Code § 202.1, to any state computer system or database, then, pursuant to Tex. Gov't Code § 2054.5192, A/E and its subcontractors, officers, and employees shall complete a cybersecurity training program certified under Tex. Gov't Code §2054.519. The cybersecurity training program must be completed by the A/E and its subcontractors, officers and employees during the term and any renewal period of the Agreement. A/E shall verify completion of the training program to TFC pursuant to, and in accordance with, Tex. Gov't Code § 2054.5192."

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6. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, Section 11.8, Name and Organizational Changes, by adding Subsection 11.8.1, Termination Due to Material Change, as follows:

“11.8.1. Termination Due to Material Change. TFC may terminate this Agreement due to any change to A/E that materially alters A/E’s ability to perform under the Agreement.”

7. The Parties agree to modify ARTICLE XI – MISCELLANEOUS PROVISIONS, by inserting Sections 11.28 through and including 11.30, and re-numbering existing Section 11.28, Entire Agreement and Modification, as Section 11.31, so that the inserted and existing sections read in their entirety, as follows:

“11.28. False Statements; Breach of Representations. By signature to this A/E, A/E makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If A/E signs this Agreement with a false statement or it is subsequently determined that A/E has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, A/E shall be in default under this Agreement, and TFC may terminate or void this Agreement for cause and pursue other remedies available to TFC under this Agreement and applicable law.

11.29. Abandonment and Default. If A/E defaults on this Agreement, TFC reserves the right to cancel the Agreement without notice and either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting A/E will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

11.30. Antitrust and Assignment of Claims. A/E represents and warrants that neither A/E nor any firm, corporation, partnership, or institution represented by A/E, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. A/E assigns to the State of Texas all of A/E’s rights, title, and interest in and to all claims and causes of action A/E may have under the antitrust laws of Texas or the United States for overcharges associated with the Agreement.

11.31. Entire Agreement and Modification. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof, superseding all prior or contemporaneous agreements and negotiations between them. TFC shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not expressly set forth herein and A/E agrees is it not acting in reliance on any such extraneous matters. Unless an integrated attachment to this Agreement

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specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistently with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification, renewal, extension, or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.”

8. All other terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect.

TEXAS FACILITIES COMMISSION

JACOBS ENGINEERING GROUP INC.

DocuSigned by:
By: Mike Novak, Executive Director
B1C9FC0A8020417...

DocuSigned by:
By: Craig McCurley, P.E. Principal
1D7720FFAD7B4E7...

Mike Novak

Craig McCurley

Executive Director

Principal

Date of execution: 03/30/2020 | 3:01 PM CDT

Date of execution: 03/30/2020 | 2:57 PM CDT

GC CR

Dir. MW

DED JR

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Exhibit M-6

A/E's Proposal dated February 6, 2020



2705 Bee Cave Road, Suite 300
Austin, TX 78746
512-314-3100

February 6, 2020

Mark Diaz, RA, CTCM
Project Manager
Facilities Design & Construction
Texas Facilities Commission

Subject: Additional Service Proposal – ASP 06 - Well Feasibility Study

Project: North Austin Complex
TFC Contract No.: 17-025-000

Mr. Diaz,

Jacobs is pleased to present our proposal for additional services to prepare a feasibility study for an onsite water well for irrigation.

The scope of services includes the following:

- Assemble and review well logs from the Texas Water Development Board (TWDB) data base and reports;
- Assemble and review groundwater quality data from publicly available data sources (USGS and TWDB);
- Assemble and review aquifer characteristics (groundwater conservation district reports, TWDB, similarly available information);
- Assemble and review permitting requirements;
- Develop basis of design for irrigation well (estimated flow rate, depth, casing diameter, screened interval);
- Compare anticipated pump discharge rates to irrigation demands (irrigation system design and demands will be gathered from TFC NAC submittals);
- Estimate the required area for construction;
- Prepare a rough order of magnitude operations and maintenance estimate;
- Prepare a rough order of magnitude construction cost estimate;
- Summarize results in draft and final technical memorandum

Fee: The services and deliverables required for the scope noted above will be provided for a lump sum fee of \$15,552 (fifteen thousand five hundred fifty-two dollars) as shown in the attached fee breakdown (Attachment A) and in conjunction with the Professional Services Agreement between Jacobs Engineering Group Inc and the Texas Facilities Commission.

This proposal assumes one submission of the draft memorandum for your review and the final submission. We anticipate issuing the draft memorandum in mid-January 2020.

Allowable reimbursable expenses, if any, incurred for this task will be submitted for payment against the base contract reimbursable budget. Therefore, there are no additional reimbursable expenses (associated with this task) are included in this proposal.

Jacobs greatly appreciates the opportunity to serve TFC on this project. Should you require clarification or have questions, please do not hesitate to contact me.

Sincerely,

Kenny Houghton, PE
Project Manager

Craig McCurley, P.E.
Principal

Attachment A – Fee Breakdown

Jacobs Engineering Group Inc.

ATTACHMENT A

2/6/2020

Task List	JACOBS							Total Hours
	Project PM	Arch - Sr	Arch - Mid	Arch - Jr	Civil Eng - Sr	Civil Eng - Mid	CAD Tech	
	PM, Programming, Mechanical, Plumbing, Fire Protection, Arch of Record, Electrical, Lab Planning, Cost Estimate				Civil Engineer			
Project Management	8							8
Assemble and review well logs from the Texas Water Development Board (TWDB) data base and reports						2	4	6
Assemble and review groundwater quality data from publicly available data sources (USGS and TWDB)						2	4	6
Assemble and review aquifer characteristics (groundwater conservation district reports, TWDB, similarly available information)						2	4	6
Assemble and review permitting requirements						4		4
Develop basis of design for irrigation well (estimated flow rate, depth, casing diameter, screened interval)						2		2
Compare anticipated pump discharge rates to irrigation demands				4		2	2	8
Estimate the required area for construction				2				2
Prepare a rough order of magnitude operations and maintenance estimate				6		4		10
Prepare a rough order of magnitude construction cost estimate					1	4		5
Summarize results in draft and final technical memorandum	4			3	8	16	16	47
Quality Control	4					4	12	20
Hours	16	0	0	15	9	42	42	124
Rates (exhibit K base contract x mult)	\$153	\$209	\$153	\$87	\$191	\$145	\$95	
Sub-total	\$3,753				\$11,799			\$15,552
								total

LIST OF PROJECT STAFF

A. Project Manager	<p>Jacobs Ken Houghton, P.E. 2705 Bee Cave Road, Suite 300 Austin, Texas 78704 512-314-3164 ken.houghton@jacobs.com</p>
B. Design Director (Sub-Consultant)	<p>STG (Sub-Consultant) Robert Lambert, AIA 828 W 6th St #300 Austin, TX 78703 512.899.3500 rlambert@stgdesign.com</p>
C. Principal-in-Charge	<p>Jacobs Craig McCurley, P.E. 911 Central Pkwy N. #425 San Antonio, TX 78232 210-403-6305 Craig.McCurley@jacobs.com</p>
D. Senior Office Building Design	<p>Jacobs Leonardo Diaz, AIA, LEED AP 2301 Chestnut Street Philadelphia, PA 19103 215.751.2846 Leonardo.diaz@jacobs.com</p>
E. Parking Specialist	<p>Jacobs David White, PE 2705 Bee Cave Road, Suite 300 Austin, Texas 78704 817.347.7940 David.white@jacobs.com</p>
F. Central Utility Plant / Infrastructure Specialist	<p>Jacobs Kevin Fox, PE, CEM, LEED AP 2705 Bee Cave Road, Suite 300 Austin, Texas 78704 817.347.7600 Kevin.fox@jacobs.com</p>

	512.306.9669 Troy.jamail@hwaparking.com
N. Mechanical Lead	Jacobs Waylon Sodd, PE 911 Central Parkway North, Suite 425 San Antonio, TX 78232 210.403.6341 Waylon.sodd@jacobs.com
O. Electrical Lead	Jacobs Ladonna Davis, PE 777 Main Street Fort Worth, TX 76102 817.735.7138 Ladonna.davis@jacobs.com
P. Civil Lead (Sub-Consultant)	Garza EMC (Sub-Consultant) John Pelham, PE 7708 Rialto Blvd., Suite 125 Austin, Texas 78735 512.298.3284 jpelham@garzaemc.com
Q. Fire Protection Lead	Jacobs Shawn Yates, PE 777 Main Street Fort Worth, TX 76102 817.347.7944 Shawn.yates@jacobs.com
R. IT / Security Lead (Sub-Consultant)	Datacom Design Group (Sub-Consultant) Sean Doyle, RCDD 7600 Burnet Road, Suite 350 Austin, TX 78757 512.478.6001 SDoyle@datacomdesign.com

G. City of Austin Liaison (Sub-Consultant)	Garza EMC (Sub-Consultant) Rudy Garza 7708 Rialto Blvd., Suite 125 Austin, Texas 78735 512.971.3510 rgarza@garzaemc.com
H. Project Designer (Sub-Consultant)	STG (Sub-Consultant) Richard Grandt 828 W 6th St #300 Austin, TX 78703 512.899.3500 rgrandt@stgdesign.com
I. Project Architect	Jacobs Nathan Carruth, AIA, LEED AP 2705 Bee Cave Road, Suite 300 Austin, Texas 78704 817.347.5393 Nathan.carruth@jacobs.com
J. Interior Designer (Sub-Consultant)	STG (Sub-Consultant) Shawn Dubiel, RID, AIA LEED AP 828 W 6th St #300 Austin, TX 78703 512.899.3500 sdubiel@stgdesign.com
K. Landscape Architect (Sub-Consultant)	Coleman & Associates (Sub-Consultant) Aan Garrett-Coleman, RLA, LEED AP 9890 Silver Mountain Drive Austin, TX 78737 512.476.2090 aan@colemanandassoc.com
L. Structural Lead, Buildings (Sub-Consultant)	Ensignt Haynes Whaley (Sub-Consultant) Mark Merryman, PE, LEED AP 4800 Sugar Grove Blvd, Suite 315 Stafford, TX 77477 512.306.9669 Mark.Merryman@cardno.com
M. Structural Lead, Garage (Sub-Consultant)	Ensignt Haynes Whaley (Sub-Consultant) Troy Jamail 4800 Sugar Grove Blvd, Suite 315 Stafford, TX 77477