

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTANT SERVICES
RELATED TO
PROJECT NO. 0000-10040
CITY OF TOMBALL
TPDES PERMIT SUPPORT – SWPPP OVERSIGHT**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and ATKINSREALIS USA, INC ("Consultant").

WITNESSETH:

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

NOW, THEREFORE, the City and Consultant in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.
SCOPE OF AGREEMENT**

Consultant agrees to perform professional support services related to the City of Tomball Texas Pollutant Discharge Elimination System (TPDES) – Multi-Sector General Permit (MSGP) as outlined and defined in the Scope and Schedule of Work attached hereto as **Exhibit A**, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Consultant compensation as stated in the sections to follow.

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

**SECTION III.
OWNERSHIP OF WORK PRODUCT**

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Consultant's completion of the services which will result in the production of such instruments and Consultant's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Consultant from continuing to use those processes, analyses and data.

**SECTION IV.
CONTRACT TERM**

The contract shall become effective upon execution by both parties and shall automatically terminate upon successful completion of the Scope of Work. Should the Scope of Work not be completed, this agreement shall automatically terminate on January 5, 2026.

**SECTION V.
COMPLIANCE AND STANDARDS**

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Consultant's performance.

**SECTION VI.
INDEMNIFICATION**

To the fullest extent permitted by Texas Local Government Code Section 271.904, Consultant shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant, the Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control.

**SECTION VII.
CONSULTANT COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$50,573.97, including reimbursable expenses.

**SECTION VIII.
INSURANCE**

Consultant shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Consultant. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

ATKINSRÉALIS USA, INC
Attention: Kofi N. Sam, PE, CFM, CPESC
920 Memorial City Way
Houston, Texas 77024

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

SECTION XI. LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Consultant has been advised by the City and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Consultant may become entitled to hereunder and the total sum that the City shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XII. SUCCESSORS AND ASSIGNS

The City and Consultant bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XIII. DISCLOSURE OF INFORMATION

Consultant shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

SECTION XIV. MODIFICATIONS

This instrument, including Exhibit A, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by the City, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO CONSULTANT FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City for payment. Invoices are due and payable thirty (30) days after receipt by the City.

**SECTION XVIII.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City by Consultant. Invoices are due and payable thirty (30) days after receipt by the City.

**SECTION XIX.
MISCELLANEOUS PROVISIONS**

A. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

B. This Agreement is for sole benefit of the City and Consultant, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

C. Consultant further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

D. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Consultant covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Consultant is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Consultant, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ___ day of _____, 2025.

ATKINSRÉALIS USA, INC.



Name: Brett Sachtleben, PE, CFM
Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

**ATTACHMENT A
SCOPE AND SCHEDULE OF WORK**

**CITY OF TOMBALL
TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) - MULTI-SECTOR GENERAL
PERMIT (MSGP) SUPPORT SERVICES**

**Implementation of Industrial
Storm Water Pollution Prevention Plan (SWP3) Support & Spill Prevention, Control &
Countermeasure (SPCC) Oversight Activities (2024-2025 Permit Years)**

The following text describes the scope of work:

Task Items

Pre-Sampling Activities

- **Sampling Preparation** – AtkinsRéalis will prepare field data forms, checklists, and chain of custody forms to aid in sample collection. Consumable items necessary for monitoring activities, including data sheets, analytical sample kits, trip blanks, sample solutions (acids, bases, distilled water, etc.), coolers and other sampling devices will be prepared by AtkinsRéalis or received from the project laboratory. All sampling materials including checklists and field data forms will be organized and maintained by AtkinsRéalis for easy access and rapid mobilization time.
Deliverable: None

- **Weather and Storm Tracking** - AtkinsRéalis will monitor meteorological conditions and storm fronts to anticipate qualifying storm events. During warm weather months when afternoon showers are common, AtkinsRéalis staff will check weather conditions at least twice a day to determine whether precipitation is likely at the sites. During cold weather months, AtkinsRéalis will monitor the approach of rain producing cold fronts. AtkinsRéalis will not monitor weather when the antecedent dry period requirement has not been met at the site or during a given monitoring period when a representative storm event and the required screening/sampling has occurred. For likely precipitation events, AtkinsRéalis will evaluate whether a qualifying rain event may occur and take necessary action to mobilize field personnel. The antecedent dry period and rainfall amounts will primarily be monitored from the Harris County Flood Warning System rain gauge network (<http://www.harriscountyfws.org/>). Weather forecasts will be obtained from the web site (<http://www.noaa.gov/>) by entering the word "Tomball" for the city name or the zip code of the city facility. City staff will maintain daily records of onsite rain gauges.
Deliverable: None.

- **Mobilization** – AtkinsRéalis field staff will mobilize, when conditions warrant, to the site to perform analytical sampling activities. Field mobilization will primarily occur during daylight hours, 5-days a week, or on weekends or outside normal operational hours (where applicable with prior notification). AtkinsRéalis field personnel will gather necessary logbooks, forms, jars and sampling equipment and travel to the site when mobilization has been authorized. AtkinsRéalis field personnel will go through the checklist of all the equipment needed for the field trip making sure that they are in good working condition and that they have all applicable monitoring and safety equipment before they leave the office. AtkinsRéalis field personnel will attempt to arrive before or as soon as precipitation starts. During the first 30 minutes of a discharge from a qualifying event, a sample will be collected from the outfall. If it is not possible to sample an outfall in the first 30 minutes, sampling will be completed in the first hour of when flow is observed, with the reason documented. AtkinsRéalis expects that four successful mobilizations will be conducted for the required qualifying events (numeric and benchmark monitoring activities). AtkinsRéalis also expects that up to two additional mobilizations may result in non-qualifying rain events at multiple sites where samples will not be collected due to sporadic and

unqualifying rain events, events that do not produce runoff, or during periods when the sample collection time window of one hour may be exceeded. AtkinsRéalis will conduct routine facility inspection activities during aborted sampling trips to the city.

Deliverable: Where applicable, AtkinsRéalis will submit completed inspection forms documenting findings from inspection activities. Deliverables will comprise an email notification of completed inspection activities plus summary of findings, followed by a completed inspection form for City use.

Sampling Activities

- **Visual and Analytical Sampling** – AtkinsRéalis will conduct visual monitoring activities at the three MSGP sites – Closed Landfill Site (CLF-01 and CLF-02), North Wastewater Treatment Plant (NWWTP-01 and NWWTP-02), and the South Wastewater Treatment Plant (SWWTP-01) - once per quarter over the permit year. Visual monitoring forms will be completed and submitted to the city for inclusion in each SWPPP. AtkinsRéalis' staff will collect four samples per site (one per outfall at the CLF and NWWTP) per permit year – one during each of the monitoring quarters at each site. Visual examinations will be conducted during the calendar quarters (January through March, April through June, July through September, and October through December). If monitoring activities are inhibited by adverse conditions during a quarter, samples will be collected during the next quarter (Attempts to collect a sample will be discontinued after two quarters of adverse events or no discharge conditions). Examinations will be made of grab samples collected from representative storm events at the selected outfall locations using clean, clear glass jars. The sample will be collected from the middle of the water column to avoid scooping sediment or solids into the sample. The following characteristics of the samples will be described as per Part III, Section B, 3(a) of the TPDES General Permit No. TXR050000:

- Color
- Clarity
- Floating solids
- Settled solids
- Suspended solids
- Foam
- Oil sheen
- Other obvious indicators of stormwater pollution
- Noticeable odors

AtkinsRéalis will perform sampling activities to support benchmark analytical monitoring at the three MSGP sites as follows:

- Iron and TSS samples will be collected twice a year from each sampling location at the closed landfill.
- BOD₅ samples will be collected twice a year from sampling locations NWWTP-01, NWWTP-02 and SWWTP-01.

AtkinsRéalis will complete data forms for benchmark analytical monitoring at each sampling site.

AtkinsRéalis will perform sampling activities to support numeric effluent limitations analytical monitoring at the three MSGP sites as follows:

- Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver and Zinc samples will be collected once a year from sampling location CLF-01, CLF-02, NWWTP-01, NWWTP-02 and SWWTP-01.

Quality control samples (field duplicates, field blanks and bottle blanks) will be collected as necessary. AtkinsRéalis will complete data forms for numeric analytical monitoring at each sampling site.

Deliverable: See Data Management Task Deliverable

- **Laboratory Testing** –AtkinsRéalis will deliver analytical samples collected during sampling activities to the project laboratory, for analysis. Laboratory costs are included in the overall costs for sampling activities.

Deliverable: See Data Management Task Deliverable

Data/Project Management

- **Data Management** – AtkinsRéalis will evaluate rain gauge and sampling data collected during monitoring activities and report the results by e-mail to the city, including any indications of pollutants leaving the sites. AtkinsRéalis will also evaluate data for successful analytical sampling events generating acceptable data and report it to the city. AtkinsRéalis will evaluate lab sample results and data and storm characteristics; review corresponding QA/QC material; ensure generated data is in appropriate format and store a hardcopy of data in a secure readily accessible location. AtkinsRéalis will input the data into a discharge monitoring report (DMR) or benchmark reporting forms for reporting purposes as applicable.

Deliverable: AtkinsRéalis will submit copies of reviewed visual monitoring forms, completed laboratory reports and DMRs for successful monitoring events during each quarter. AtkinsRéalis will also submit sampling summaries (See Reporting Task) that combine all results in one platform. Where sampling activities are not successfully collected during the appropriate sampling period, AtkinsRéalis will submit as part of the summary report, reasons for the unsuccessful sampling for that period and will collect an additional sample the following quarter.

- **Project Management** – AtkinsRéalis will prepare monthly invoices and progress reports. Staff, equipment, and other resources will be allocated, and activities will be coordinated internally on a quarterly basis. Project accounting and invoicing will be conducted.

Deliverable: AtkinsRéalis will submit monthly project progress reports and invoices to the city.

SWPPP Compliance Inspections, SPCC Plan Implementation and Inspections Oversight

- **SWPPP Routine Inspections** – AtkinsRéalis will conduct periodic routine inspections to determine the effectiveness of the pollution prevention measures and controls. The inspections will be conducted once per quarter and must include a member of the pollution prevention team for the facility. At least one of the inspections will be conducted during a period when stormwater discharge is occurring. AtkinsRéalis will document inspection findings using a checklist from each applicable facility's SWPPP. The checklist shall document the following:

- The inspection date and time.
- Weather information and applicable discharges.
- Previously unidentified discharges from site.
- Control measures needing maintenance or repair.
- Failed control measures.
- Incidents of non-compliance.
- Control measures needed; and,
- Identification of existing BMPs that are not being or improperly implemented.

Completed checklists will be signed by AtkinsRéalis and submitted to the City for approval and inclusion in each signed SWPPP. Applicable recommendations and time frames for implementation of recommendations will be attached to the completed checklist as necessary.

Deliverable: AtkinsRéalis will submit copies of reviewed completed checklists and recommendations to the City upon completion of inspection activities in a time frame that will facilitate implementation of recommended actions.

- **SPCC Plan Inspections Oversight (VMF)** – AtkinsRéalis will, during routine MSGP inspections, perform inspection activities at the VMF using the monthly inspection form from the facility's SPCC plan to verify compliance with SPCC provisions. AtkinsRéalis will provide feedback to the city on

observations made during routine inspections and will conduct quarterly reviews of City completed monthly inspection reports.

Deliverable: AtkinsRéalis will submit VMF inspection results and review comments to City performed inspection activities alongside MSGP routine inspection reports.

- **Annual Comprehensive Site Compliance Inspection (ACSCI)** - In accordance with Part III.B.5, of TPDES General Permit No. TXR050000, AtkinsRéalis will visit all three facilities and evaluate site conditions against various elements of the SWPPP. Evaluation will include the examination and assessment of the following:
 - Areas identified in the inventory of exposed materials.
 - Non-structural and structural controls.
 - Areas where spills have occurred within the last three years.
 - Downstream areas of outfalls.
 - Industrial materials that may come into contact with stormwater.
 - Leaks or spills from industrial equipment.
 - Entrances/exits to facilities.
 - Tracking of materials from non-exposed to exposed areas.
 - Records review and any control measures needing replacement, maintenance, or repair.

Deliverable: AtkinsRéalis will complete a site evaluation compliance report within thirty (30) days of completing the evaluation. The report will identify personnel conducting the evaluation, dates of evaluation and any incidents of non-compliance.

Reporting and SWPPP Revisions/Updates

- **SWPPP Implementation Summary** – Upon completion of the Annual Site Compliance Inspection Report, AtkinsRéalis will provide a summary of implementation activities to the City in a format that will enable the pollution prevention team to evaluate visual and analytical sampling results within a singular framework.
- **Revisions to SWP3** - Within 12 weeks following the completion of the Annual Site Compliance Inspection Report, AtkinsRéalis will complete updates or recommend updates (where a significant effort will be required) to each SWPPP in response to the findings of the report. Evaluation will include the examination and assessment of the following:
 - Elements of the SWP3 requiring modification.
 - Controls (e.g. structural controls or BMPs) that should be added or modified.
 - Site map.
 - Inventory of exposed materials.
 - Description of the good housekeeping measures.
 - Description of structural and non-structural controls; and
 - Any other element of the plan that was either found to be inaccurate or will be modified.

Deliverable: AtkinsRéalis will submit the SWPPP implementation summary in spreadsheet format. AtkinsRéalis will submit SWPPP Revision Documents/Addendums in electronic (MS Word) and pdf formats. AtkinsRéalis will incorporate one round of comments from the city and submit electronic copies of final SWPPP Revision Documents/Addendums.

Employee Training

- **Training Materials and Training Session** – AtkinsRéalis will prepare training materials and provide one training session for City staff on the goals and requirements of the SWP3s.

Deliverable: AtkinsRéalis will submit training materials and copies of attendance sheets to the city.

Schedule

AtkinsRéalis will initiate work on the above-described requested services immediately after receiving the City of Tomball executed contract. Summary of tasks, deliverables and schedules provided below.

Task	Sub-Task	Deliverable(s)	Task Completed
Pre-Sampling Activities	Sampling Preparation	None	Quarterly
	Weather and Storm Tracking	None	Quarterly
	Mobilization	Routine Facility Inspection Forms (as applicable)	Quarterly
Sampling Activities	Analytical Sampling	See Data Management	Per successful event
	Laboratory Testing	See Data Management	Per successful event
Data/Project Management	Data Management	<ul style="list-style-type: none"> • Reviewed visual monitoring forms • Sampling Summaries • Laboratory reports • DMR/Benchmark Forms • Unsuccessful sampling reports (if applicable) 	Quarterly and annually as applicable
	Project Management	<ul style="list-style-type: none"> • Invoices • Progress Reports 	Monthly/Quarterly
Compliance Inspections (Routine & ACSCI) and SPCC, Inspections Oversight	Routine Inspection Activities and SPCC Oversight (VMF)	Completed inspection forms	Quarterly
	ACSCI	See compliance reporting	Within 1 st quarter of 2025
	Compliance Reporting	Inspection Report	Within thirty (30) days after inspections/evaluations
Reporting/SWPPP Revisions	Site Visit, Data Collection & Preparation of Updates	Implementation Summary	Within (30) days of completion of visual and analytical sampling
		Draft SWPPP Revisions	Within 10 weeks of ACSCI
		Final SWPPP Revisions	Within 12 weeks of ACSCI
Employee Training	Training Materials and Training Session	<ul style="list-style-type: none"> • Training materials • Sign-In sheets 	Within 1 st quarter of 2025

**ATTACHMENT B
COMPENSATION**

Summary of Tasks and Compensation

Recurring Tasks	Compensation/Quarter	Compensation/Year
Pre-Sampling Activities	\$2,023.83	\$8,095.30
Sampling Activities	\$3,321.58	\$13,286.33
Data/Project Management & QAQC	\$3,565.13	\$14,260.53
Compliance Inspections (Routine & ACSCI) and SPCC Oversight	\$1,689.12	\$6,756.47
Sub-Total	\$10,599.66	\$42,398.63
One-Time Tasks		
Reporting/ SWPPP Revisions	N/A	\$3,150.99
Employee Training	N/A	\$5,024.35
Sub-Total	N/A	\$8,175.34
TOTAL COMPENSATION		\$50,573.97