

**SHORT FORM OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) Between

Collin County (“Client”) and

Plummer Associates, Inc. (“Consultant”).

Client’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: This Scope of Services consists of tasks to help the Collin County Adventure Camp Wastewater Treatment Plant (WWTP) with recent compliance conversations with the Texas Commission on Environmental Quality (TCEQ) regarding the temporary closure, discharge monitoring reporting, and other miscellaneous compliance tasks.

Consultant’s services under this Agreement are generally identified as follows: Exhibit A (“Services”).

Client and Consultant further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above (“Additional Services”).
- B. Consultant shall complete its Services within a mutually agreed upon time frame. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s Services is impaired, or Consultant’s Services are delayed or suspended, then the time for completion of Consultant’s Services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Payments will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity.

- B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Client shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Consultant for Services as follows:
1. Time and Materials amount of \$7,500. For Time and Materials payment, Client shall pay Consultant an amount equal to the monthly cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of monthly expenses incurred in connection with providing the Services and Consultant's consultants' charges, if any.
 - a. Consultant's Standard Hourly Rates are attached as Exhibit B.

2.03 *Additional Services*

- A. For Additional Services, an addendum to this Agreement or a separate Agreement will be provided.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
 - b. By Consultant:
 - 1) upon seven days written notice if Client demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if Services are delayed for more than 90 days for reasons beyond Consultant's control.
 - c. Consultant shall have no liability to Client on account of a termination for cause.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and

thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Client effective upon Consultant's receipt of written notice from Client.

a. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services.

3. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Client and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement, in whole or in part, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

5.01 *Insurance*

- A. Consultant will procure and maintain the following insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance.

Coverage	Policy limits of not less than:
Workers' Compensation	

State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Coverage	Policy limits of not less than:
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

6.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. All documents prepared or furnished by Consultant shall be owned by Client, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose; and
 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; and

3. Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and
 4. Such limited license to Owner shall not create any rights in third parties.
- C. Client and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - D. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to \$7,500 or the total amount of compensation received by Consultant, whichever is greater.
 - E. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - F. Client and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - G. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.
 - H. This Agreement is to be construed under Texas law and is performable in Collin County, Texas.
 - I. If an event or circumstance beyond the Consultant's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, or other causes that are beyond the reasonable control of the Consultant, whether similar or dissimilar to any of the foregoing, that cause the Consultant delay ("*Force Majeure* Event"), then the Consultant is entitled to an equitable adjustment in time for performance. If any Force Majeure Event renders Consultant's performance impossible or impracticable, Consultant has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a **Force Majeure** Event, Consultant will notify Client within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Consultant's performance, including its expected duration. Consultant will use reasonable good-faith efforts to mitigate the impact of any *Force Majeure* Event on Consultant's ability to perform under this Agreement.

7.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 *Definitions*

- A. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9.01 *Attachments:*

Exhibit A – Scope of Services

Exhibit B – Compensation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client:

Consultant: Plummer Associates, Inc.

By:

By:



Print name: _____

Print name: Meg Pierce-Walsh

Title: _____

Title: Environmental Services Practice Leader, Principal

Date Signed: _____

Date Signed: September 16, 2025

Consultant License or Firm's Certificate No. (if required):

13

State of: Texas

Address for Client's receipt of notices:

Address for Consultant's receipt of notices:

4600 Community Avenue
McKinney, TX 75071

8911 N Capital of Texas Hwy, Bldg 1 - Ste 1250
Austin, Texas 78759

EXHIBIT A
SCOPE OF SERVICES
COLLIN COUNTY ADVENTURE CAMP WWTP COMPLIANCE ASSISTANCE

Background

Collin County Adventure Camp operates a wastewater plant and a public water supply system. Collin County (Client) has requested Plummer Associates, Inc. (Plummer, Consultant) to assist with compliance because the wastewater treatment plant that is in temporary closure and the property that services the WWTP is for sale. This Scope of Services consists of tasks to help the Client with recent compliance conversations with the TCEQ regarding the temporary closure, discharge monitoring reporting, and other miscellaneous compliance tasks.

This Scope of Services includes both Basic Services and Additional Services. Basic Services are those tasks that are known to be necessary at this time, while Additional Services are those tasks that the Client may request or need in the future. Additional Services, if requested, will be included under an addendum to this Scope of Services.

Basic Services

Consultant will assist Client with compliance tasks as requested and up to the budgeted amount. These tasks will consist of:

- Communicating with TCEQ regarding temporary closure of the WWTP and determining appropriate compliance.
- Developing Discharge Monitoring Reports on NetDMR for electronic Client signature for up to four months.
- Developing a transfer of ownership form for the TCEQ for the WWTP, if applicable.
- Identify and communicate WWTP compliance tasks for temporary closure.
- Reviewing WWTP compliance history since temporary closure and make recommendations if compliance issues are identified.

If Client also requests, and budget is available, Consultant may also assist with public water supply (PWS) compliance communications with TCEQ, including Notice of Violation for Revised Total Coliform Rule. However, if additional budget is required to assist with the PWS, then additional services will be necessary.

Additional Services

Additional Services are those services that are not yet necessary at this time, but may be needed or requested by the Client at a later time. These Additional Services may include:

- Developing a Closure Plan for permanent closure of the WWTP
- Assisting with tasks beyond the allotted time and materials compensation included for Basic Services
- Sampling and analyzing of water quality or environmental media at the property
- Developing TPDES Permit renewal or amendment application
- Assisting with public water supply compliance beyond communications with TCEQ regarding the Monitoring Violations Annual Notice – Notice of Violation.
- Developing NetDMR reports beyond four months.

EXHIBIT B
COMPENSATION
COLLIN COUNTY ADVENTURE CAMP WWTP COMPLIANCE ASSISTANCE

Basic Services

Plummer will be paid for Basic Services will be on a time and materials basis for an amount not to exceed \$7,500 without prior approval. Plummer will invoice Client approximately monthly for time and materials.

Standard Rates for this project are included as Attachment A.

Additional Services

Upon request, Plummer will provide a Scope of Services and Compensation for Additional Services as either an additional Scope of Services or an addendum to this Agreement.

ATTACHMENT A
PLUMMER ASSOCIATES, INC.

HOURLY FEE SCHEDULE

2025



Description	2025 Rate
Principal	345.00
Subject Matter Expert	325.00
Senior Project Manager	325.00
Principal Construction Manager	300.00
Senior Project Manager Engineer Scientist	265.00
Senior Construction Manager	250.00
Geospatial Manager	250.00
Project Manager Engineer Scientist	225.00
Senior Staff Professional	220.00
Project Engineer Scientist	190.00
CAD Manager	185.00
Project Construction Manager	180.00
Senior Geospatial	175.00
Senior Resident Project Representative	170.00
Senior CAD	165.00
Staff Construction Manager	150.00
Staff Engineer Scientist	150.00
Staff Professional	140.00
Staff CAD	130.00
Senior Admin	120.00
Staff Geospatial	110.00
Staff Admin	105.00
Intern Engineer Scientist	85.00

- Billing rates may be adjusted by up to 5 percent annually (at the beginning of each calendar year) during the term of this agreement.
- A multiplier of 1.15 will be applied to all direct expenses.
- Fleet Vehicles charge at \$1,500 per month, \$150 per day.