

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10015
CITY OF TOMBALL
M121W CHANNEL, SEGMENT C**

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

THIS AGREEMENT made on the _____ day of _____, 2025 entered into, and executed by and between the City of Tomball, Texas (the “City”), a municipal corporation of the State of Texas, and AIG Technical Services, LLC (“Engineer”).

WITNESSETH:

WHEREAS, the City desires to prepare construction documents for completion of the M121-01-00 (western lateral) Channel, Segment C in the City of Tomball (the “Project”); and

WHEREAS, the services of a professional engineering firm are necessary to project planning, engineering, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

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

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment “A” attached hereto 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 Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer 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 Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer 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.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is an estimated 270 calendar day duration beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated, and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer 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 Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer 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 Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

**SECTION VII
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed **\$74,985.00** including reimbursable expenses as identified in Attachment "A."

**SECTION VIII
TERMINATION**

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer 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, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services 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 designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION IX
ADDRESSES, NOTICES AND COMMUNICATIONS**

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

AIG Technical Services, LLC
1500 S Dairy Ashford Suite 445
Houston, Texas 77077
Attn: Kyle A. Bertrand, P.E., Assoc. Vice President

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
501 W. Market Street
Tomball, Texas 77375
Attn: Drew Huffman, Director of Public Works

**SECTION X
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer 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 Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XI
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

**SECTION XII
MODIFICATIONS**

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. 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 XIII
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XIV
CONFLICTS OF INTEREST**

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

**SECTION XV
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

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

**SECTION XVI
INSURANCE**

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or 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 XVII
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

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

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

D. Contractor 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.

E. Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the Assistant City Manager of said City and attested by the City Secretary and AIG Tech, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2025

ENGINEER:
AIG Technical Services, LLC

By: 
Name: Kyle A. Bertrand, PE
Title: Associate Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, PE, City Manager

ATTEST:

City Secretary

**ATTACHMENT “A”
SCOPE OF SERVICES
ON CALL PROFESSIONAL ENGINEERING SERVICES
FOR
CITY OF TOMBALL**

PART A – SCOPE OF SERVICES

DESCRIPTION OF PROJECT

The project proposed by the City of Tomball includes preparation of construction documents for M121-01-00 channel (western lateral), Segment C. The project limits begin north of Medical Complex within the existing M121-01-00 channel and continues north approximately 2,000 feet to the confluence with M121-01-01 and M121-01-02 (Hardin Street right-of-way). The proposed project is included in the Tomball CIP as project M121_CIP 2 (included as Attachment C).

Scope of Services

The scope of services for this project will include professional engineering services necessary for the preparation of construction documents. Other supporting tasks included in this scope of services are:

- Review of most current reports, plans, and estimates provided by the City, and provide recommendations for any modifications.
- Assist City with scope and coordination of necessary Design and Boundary Survey for project engineering to include verification of current field conditions including Texas One-Call for utilities, establish/reestablish control, and identification of boundary points. A copy of the survey scope limits are included as Attachment D.
- AIG will prepare a storm water pollution prevention plan (SW3P) controls plan & standard details required during construction activities.
- AIG will prepare an estimate of probable construction costs for facilities design under this agreement.
- The scope for this Agreement does not include the following services:
 - Design and Boundary Survey services or Construction Staking
 - Geotechnical Study
 - Materials Testing – Construction
 - Environmental Assessment
 - Drainage Modeling and Design
 - Construction Management Services
 - Subsurface Utility Investigation
 - Coordination with Pipeline Companies (by City or under separate contract)
 - Utility or Pipeline Adjustments Design
 - Preparation of Project Manual
 - Bid Phase Services
 - Construction Phase Services

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

**ON CALL PROFESSIONAL ENGINEERING SERVICES
FOR
CITY OF TOMBALL**

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City of Tomball.

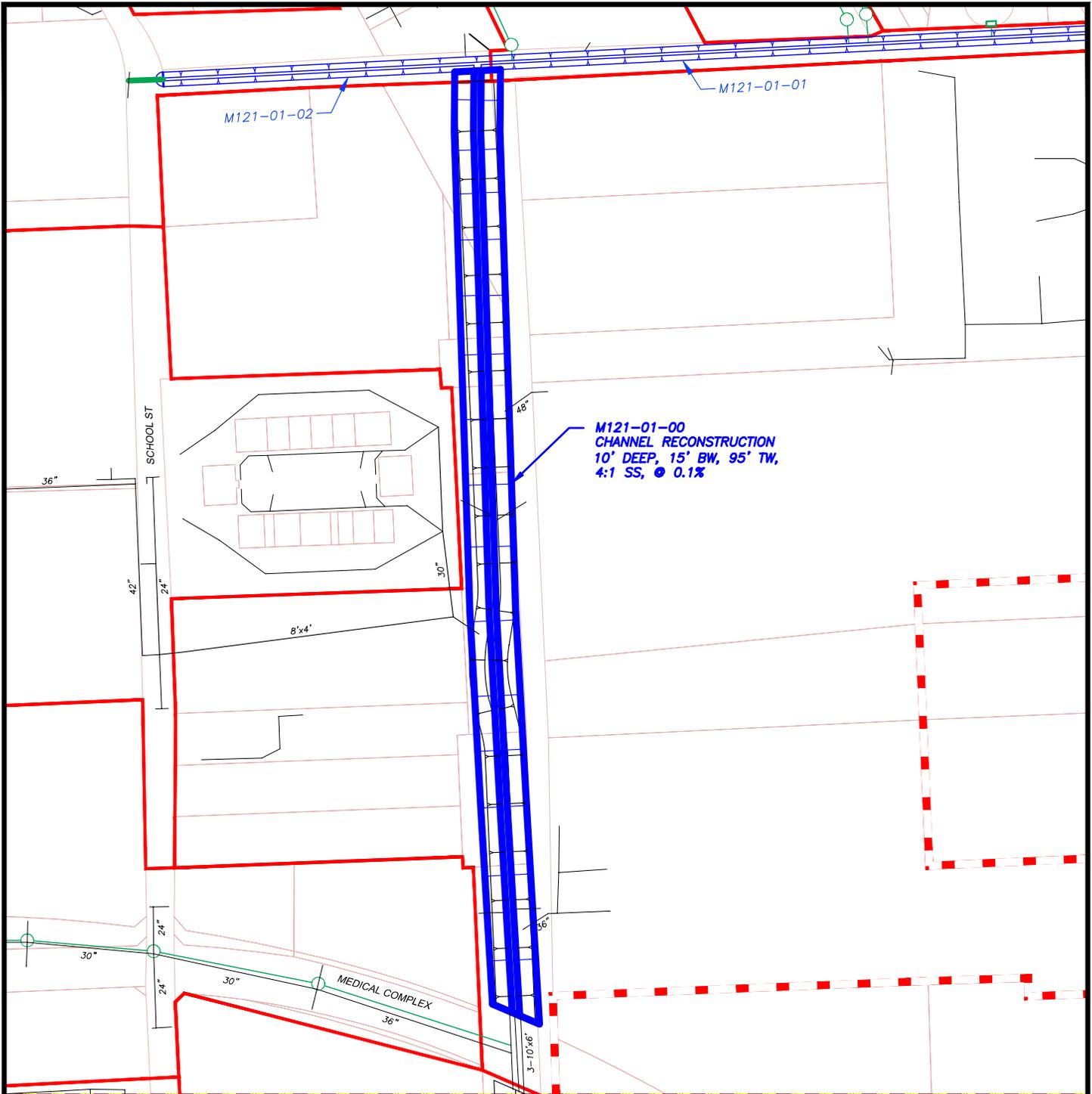
The recommended budget for this scope of services is:

Plans, Specifications & Estimate	Lump Sum	\$74,585.00
<u>Reimbursable Expenses</u>	<u>Cost Plus</u>	<u>\$400.00</u>
Total Recommended Not-to-Exceed Budget		\$74,985.00

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc.

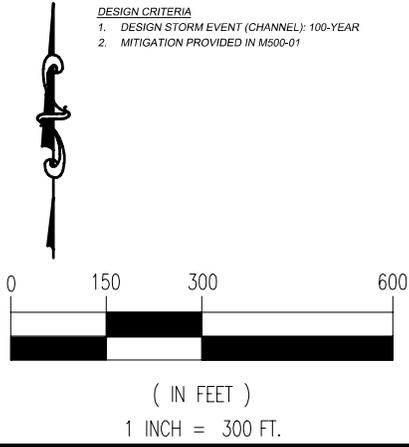
ATTACHMENT "B"

INSURANCE



DESIGN CRITERIA
 1. DESIGN STORM EVENT (CHANNEL): 100-YEAR
 2. MITIGATION PROVIDED IN M500-01

LEGEND		
DESCRIPTION	EXISTING	PROPOSED
STORM SEWER		
STORM INLET		
STORM MANHOLE		
DITCH		
CHANNEL		
DETENTION POND		
BASIN BNDY		
SUBBASIN BNDY		
STM SWR SERVICE AREA		
DRAINAGE AREA BNDY		
LAND ACQUISITION		
CITY LIMITS		
ZONE AE/FLOODWAY		
ZONE AE (100-YR)		
ZONE X (500-YR)		
		DRAINAGE AREA ID
		DRAINAGE AREA IN ACRES



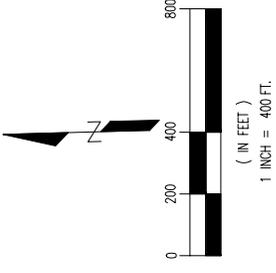
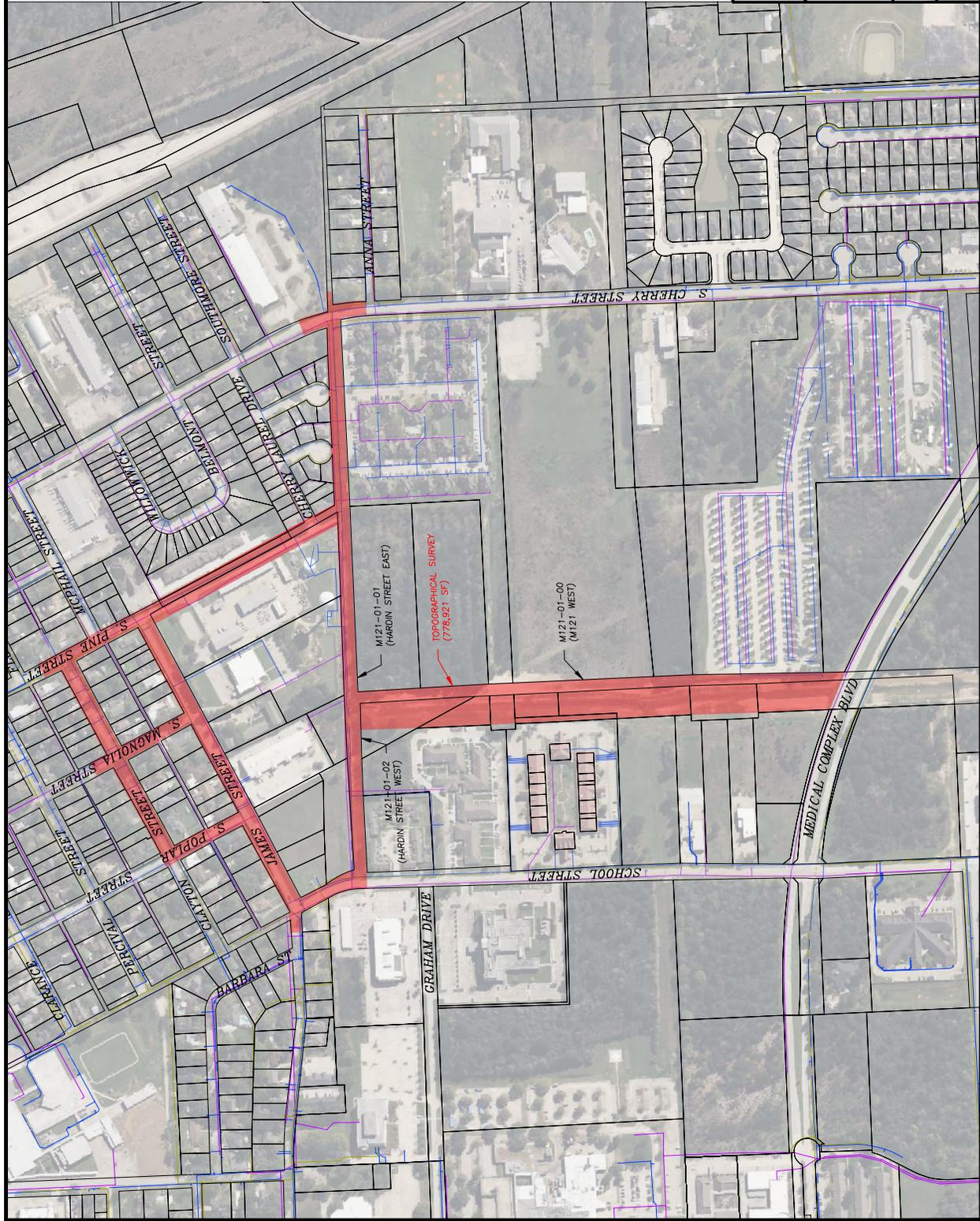


CSE Civil Systems Engineering, Inc.

**CITY OF TOMBALL
DRAINAGE MASTER PLAN**

BASIN: M121 (M121-01-00)
 SUBBASIN: HS_E, HS_W, C1, & C_W

SCALE: 1" = 1" = 300'	March 2025
EXHIBIT NO. 2	M121 BASIN



LEGEND

	EXISTING WATERLINE
	EXISTING SANITARY SEWER
	EXISTING GAS
	TOPO SURVEY LIMITS

- SURVEY SCOPE NOTES**
1. TOPOGRAPHICAL SURVEY TO INCLUDE CROSS SECTIONS EVERY 50 FEET. SECTION 1 INCLUDE RIGHT-OF-WAY PLUS 10 FEET.
 - 2.1. DITCH HIGHBANK/TOE/FLOWLINE
 - 2.2. CULVERT SIZE & MATERIAL
 - 2.3. DRIVEWAYS
 - 2.4. VISIBLE UTILITY FEATURES
 - 2.5. TEXAS 811 ONECALL
 2. SURVEY TO INCLUDE ROW VERIFICATION FOR DESIGN (NOT ACQUISITION LEVEL)



M121-01-01 & M121-01-02
(HARDIN STREET DITCH)
SURVEY SCOPE EXHIBIT

DRAWING SCALE:	DATE:
1" = 400'	October 17, 2024
SHEET	COT EMP. NO. 2024-1XXXX
OF	