

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
TOMBALL ECONOMIC DEVELOPMENT CORPORATION
OLD TOWN PARKING AND MOBILITY STUDY**

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

THIS AGREEMENT made on the _____ day of _____, 2025 entered into, and executed by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 48, now chapter 505 of the Texas Local Government Code, located in Harris County, Texas, (the "TEDC") and AIG Technical services, LLC ("Engineer").

WITNESSETH:

WHEREAS, the TEDC desires to conduct a comprehensive parking study, multi-modal mobility study, and a downtown bollard plan in Old Town 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 TEDC related to professional civil and traffic engineering;

NOW, THEREFORE, the TEDC 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 TEDC 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 TEDC or make representations or commitments on behalf of the TEDC or its officers or employees without the express prior approval of the TEDC. The TEDC shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the TEDC.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the TEDC shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The TEDC 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 TEDC had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is an estimated 180 calendar day duration beginning from the execution date of this Agreement. Upon written request of Engineer, the TEDC may grant time extensions to the extent of any delays caused by the TEDC 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 TEDC, 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 TEDC 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 **\$259,900** including reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The TEDC 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 TEDC 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 TEDC 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 TEDC at the following address:

Tomball Economic Development Corporation
P.O. Box 820
Tomball, TX 77375
Attn: Kelly Violette, Executive Director

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the TEDC and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the TEDC 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 TEDC and that the total compensation that Engineer may become entitled to hereunder and the total sum that the TEDC 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 TEDC 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 TEDC. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TEDC 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 TEDC, 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 TEDC.

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 TEDC by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the TEDC.

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 TEDC 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 TEDC 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 Tomball Economic Development Corporation has lawfully caused this Agreement to be executed by the Executive Director of said TEDC and attested by the Assistant Director 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

**TOMBALL ECONOMIC
DEVELOPMENT CORPORATION**

Kelly Violette, Executive Director

ATTEST:

Tiffani Wooten, Assistant Director

ATTACHMENT “A”

SCOPE OF SERVICES TOMBALL ECONOMIC DEVELOPMENT CORPORATION OLD TOWN PARKING AND MOBILITY STUDY

PART A – SCOPE OF SERVICES

DESCRIPTION OF PROJECT

Downtown Tomball is currently experiencing a substantial shortfall in available parking supply. These shortcomings exist during typical weekdays, weekend, and, most significantly, during larger planned events. The Tomball Economic Development Corporation (TEDC) has recently acquired multiple tracts within Old Town and is expected to redevelop this portion of Old Town that will include repurposing an existing structure for a new entertainment venue called Legacy Square. This redevelopment will increase traffic volumes and further strain the parking supply and mobility management.

AIG Technical Services, LLC (AIG Tech) will assist the TEDC to proactively assess, address, and manage these issues to minimize adverse impacts. Parking and mobility management includes building the right amount of parking, selecting appropriate locations that complement both good land use policies and economics, and integrate the use of non-vehicle modes of transportation.

The project is divided into several key components. The first phase involves a comprehensive parking study, with a focus on understanding existing parking supply, estimating future parking demands, and locating potential parking improvements. The second phase includes a multi-modal mobility study that will evaluate necessary street improvements and traffic circulation strategies in collaboration with the FM 2920 reconstruction project to support ultimate build-out needs. Additionally, the project includes the development of an Old Town Bollard Plan to assist City Staff with enhanced pedestrian safety measures and flexibility during planned events.

The geographical study boundaries, assumed mobility study streets, and bollard plan limits are presented in Attachment C. The study is bounded to the north by Hufsmith Road, to the south by James Street, to the west by Baker Drive, and to the east by Chestnut Street.

TASKS

The Engineer shall manage the efforts of the project team members and subconsultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.

The Engineer shall prepare for and attend periodic meetings (up to 3) necessary to review the progress of the engineering effort, or to address other issues which may arise. The TEDC Executive Director (“Director”) shall initiate meetings that include the Engineer and their subconsultants, and if necessary, the Director and other applicable parties. The Engineer shall prepare for and attend stakeholder meetings (up to 4), TEDC Board Meetings (up to 2), City Council Meetings (up to 2), Harris County Precinct 3 Meeting (up to 1), and TxDOT Meeting (up to 1). The Engineer shall prepare and deliver a meeting record memorandum of decisions and action items to Tomball EDC within 3 working days after each meeting.

The Engineer shall notify the Director immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.

The Engineer shall prepare a project schedule. The Engineer shall submit invoices to Tomball EDC and present the current status of each milestone noted to record activities and deliverables completed within the month.

Upon request, the Engineer shall provide Tomball EDC with a copy of the AIG Technical Services, LLC Quality Control/Quality Assurance (QC/QA) Plan and provide documentation of plan conformance through the project duration.

The proposed services shall include the following 3 phases:

PHASE 1: COMPREHENSIVE PARKING STUDY

The geographical study area is identified in Attachment C for the purposes of this scope. Areas located outside of this defined boundary, such as potential off-site park and ride facilities, will only be generally discussed but not evaluated or specifically located.

Data collection to perform a comprehensive study will consist of a detailed parking inventory of the existing condition (including type, ownership and number of stalls), a desktop review of non-residential land uses based on the City of Tomball's GIS Database, field reconnaissance and validation of land uses currently zoned as OT&MU, collection of recent event schedule and attendance records, and upcoming CIP Planned projects, such as Legacy Square redevelopment. Excluded data collection for this scope includes parking occupancy, or the number of parking stalls occupied at the time of collection, historical parking supply, and parking turnover, or number of times a parking space is used within a specific period.

Using the data collected, the Engineer will evaluate the existing parking supply based on current inventory and develop the existing parking demand of non-residential establishments based on existing land uses and current City parking regulation ratios. Furthermore, planned events within the limits of Old Town strain the existing parking supply due to closures of existing parking facilities. Comparing this existing supply and demand, during normal periods and City planned events such as German Festival and Farmers Market, will illustrate the anticipated parking deficiency Old Town Tomball has in current condition.

The Engineer will assess the future parking demand using City parking regulation ratios. Origin-destination data will be reviewed to assign the parking locations for the vehicles.

The Engineer will work with City Staff, TEDC Staff, and stakeholders to determine potential strategies and locations to increase the parking supply for everyday use, planned City events, and future Legacy Square planned events. These strategies may include parallel on-street parking, new off-street surface lots, or a parking garage. Using these potential locations, conceptual parking layouts will be prepared to determine feasibility and number of stalls that could be provided. For the purposes of clarity, bike racks, public transit, and non-single-occupancy vehicles (such as golf carts) are excluded from this study. Upon concurrence with the stakeholders and staff, the Engineer will prepare opinions of probable construction cost for selected parking opportunities.

The Engineer will prepare a Comprehensive Parking Study Technical Memorandum that will include the summary of findings and recommendations for implementation. The technical memorandum will be brought before the TEDC Board and City Council for presentation, review, and approval.

Anticipated List of Exhibits

- Existing Parking Inventory Map
- Project Area Land Use Map
- OT&MU Land Use Map
- Event Map with Attendance
- Proposed Parking Opportunity Locations with stall counts and estimated costs

PHASE 2: MULTIMODAL MOBILITY STUDY

Upon completion of the comprehensive parking study, this multi-modal mobility study will evaluate traffic circulation alternatives to limit impact and identify potential roadway improvements to specifically serve the TEDC redevelopment Legacy Square. At the time of this proposal, three scenarios have been selected for analysis: Existing Year (2025), TEDC build-out of Legacy Square (2030), and FM 2920 reconstruction (2034, which is based on anticipated letting date of 2032). The study roadways within the study limits have been identified in Attachment C and include: FM 2920, Hufsmith Rd, Pine St, Oak St, Cherry St, Walnut St, Elm St, Chestnut St, Market St, Commerce St, Oxford St, Epps St, Hicks St and Mechanic St. The purpose of the study is to develop a feasible solution that aims to provide acceptable circulation, accessibility, and safety for pedestrians, bicyclists, and motorists alike based on the TEDC redevelopment of Legacy Square.

Data collection to perform a multi-modal mobility study includes review of programming data for TEDC redevelopment Legacy Square, updates to the City of Tomball comprehensive plan, if available, review of available FM 2920 reconstruction plans/schematic, traffic counts (collected via subconsultant and any other available traffic counts), existing signal timing data, and, if available, future traffic/signal timing data from FM 2920 reconstruction project.

Using the data collected, the Engineer will determine up to 2 peak hour volumes (currently assumed to be weekday PM and weekend mid-day) peak hour volumes for the three identified scenarios for planning years 2025, 2030, and 2034. The Engineer will assess and determine an applicable traffic growth rate and conduct a traffic analysis using the results of the comprehensive parking study for the above scenarios and planning years (up to 6 models). The Engineer shall perform a traffic circulation study that will analyze vehicular and pedestrian movement ingress (arrival) and egress (departure) for the TEDC redevelopment of Legacy Square. The alternative analysis will identify suggested traffic circulation strategies, such as a venue specific transit alternative and/or roadway/sidewalk improvement, for efficient and safe movements.

The Engineer will conduct up to two turn lane warrant analyses (currently assumed left turn eastbound along FM 2920 at N. Pine Street and a left turn along northbound N. Cherry Street at Houston Street) and up to two (2) Traffic Signal Warrant Analyses (TSWA). For the purposes of clarity, this scope excludes event scenario analyses for City planned events occurring at similar times of an event at Legacy Square.

The Engineer will prepare a Multi-Modal Mobility Study for Legacy Square that will include the summary of findings and recommendations for implementation. The technical memorandum will be brought before the TEDC Board and City Council for presentation, review, and approval.

PHASE 3: DOWNTOWN BOLLARD PLAN

Planned events within Old Town may require street closures within specific blocks to restrict vehicles and provide pedestrian only access. It is our understanding that implementation of removable bollards in lieu of temporary barricades will help safeguard these events. The limits of the downtown bollard plan, included in Attachment C, are bounded to the north by FM 2920, to the west by Pine Street, to the south by Fannin Street, and to the east by Elm Street.

The Engineer shall identify locations and type of bollard installation based on meetings with TEDC and City Staff. Utilizing publicly available information, excluding surveying services, the Engineer will prepare construction documents including an overall bollard layout plan, intersection layout plans, and bollard details suitable for bidding and construction. As we understand, final locations of bollards will be determined during construction and in the field based on actual locations of existing utilities.

The Engineer shall include all necessary plan sheets and details, prepare a Project Manual including but not limited to table of contents, Bid Form (00410, Parts A&B), Summary of Work, and Technical Specifications, and detailed estimate of probable construction cost. It is assumed that the construction package will be prepared, bid and constructed under one cover and completed during a single mobilization. Should multiple mobilizations or phasing of construction occur, the Engineer reserves the right to adjust the fee compensation to appropriately accommodate phased construction and bidding.

The Engineer shall assist the City in conducting the pre-bid conference and submission of meeting minutes within three (3) working days. The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process. The Engineer shall furnish a tabulation of bids received with a written recommendation for the award of a construction contract and submit within three (3) days after the bid opening.

The Engineer, as necessary, shall make up to three (3) site visits during times when the contractor is actively performing major construction activities on items scoped under this proposal. The site visits should be a minimum of bi-weekly after the contractor has mobilized and is working. The Engineer shall attend and/or lead construction progress meetings on behalf of the City, review contractor submittals, respond to contractor questions, and provide approval/disapproval recommendations to the City. The Engineer shall provide part time project site representation and inspection of construction activities on an as-needed basis to facilitate construction of the project.

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

TOMBALL ECONOMIC DEVELOPMENT CORPORATION OLD TOWN PARKING AND MOBILITY STUDY

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 Tomball Economic Development Corporation.

The recommended budget for this scope of services is:

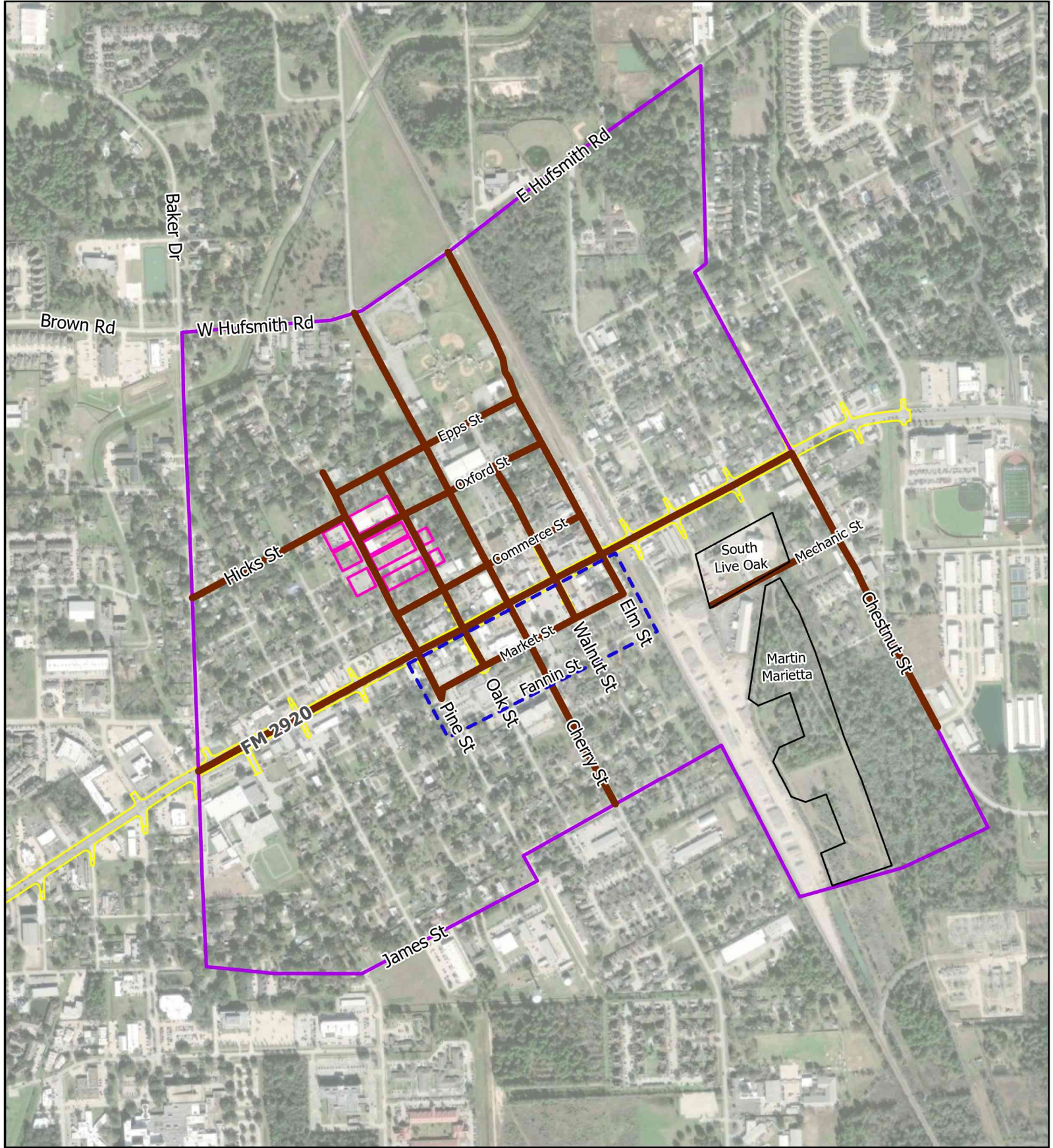
Services to be Provided	Base Cost	Sub Markup @ 10%	Totals
Phase 1 – Comprehensive Parking Study	\$96,400.00	-	\$96,400.00
Phase 2 – Multimodal Mobility Study	\$114,000.00	-	\$114,000.00
Traffic Counts	\$16,000.00	\$1,600.00	\$17,600.00
Phase 3 – Downtown Bollard Plan	\$26,400.00	-	\$26,400.00
Construction Phase Services (Hourly)	\$3,500.00	-	\$3,500.00
Reimbursable Expenses	\$2,000.00	-	\$2,000.00
Recommended Total Consultant Fees Budget			\$259,900.00

The recommended budget for this scope of services is \$259,900.00 (Not to Exceed).

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.

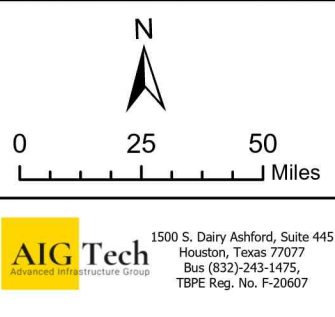
ATTACHMENT "B"

INSURANCE



Legend

-  Downtown Bollard Plan Limits
-  FM 2920 Reconstruction by TxDOT
-  Assumed Mobility Study Streets
-  TEDC Legacy Square
-  Project Boundary



TOMBALL EDC
Old Town Parking
and Mobility Study

Attachment C
LOCATION MAP

Date: 4/29/2025
Coordinate System: NAD 1983 (2011) StatePlane
Texas South Central FIPS 4204 (US Feet)