

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2026-10001
CITY OF TOMBALL
CITY GAS GATE 4**

**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 Engineered Utility Solutions, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to design and construction a new City Gas Gate to be designated as City Gas Gate 4 located on the west side of the city (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, 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 services as outlined and defined in the Proposal 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 Engineer compensation as stated in the 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 manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. 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 Exhibit "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. 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 Engineer's completion of the services which will result in the production of such instruments and Engineer'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 Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 365 calendar day duration beginning from the execution date of this Agreement. Upon written request of the 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 Consultant 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 Exhibit "A," up to an amount not to exceed **\$145,445**, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII. INSURANCE

Engineer 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 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 statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer 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:

Engineered Utility Solutions, Inc.
Attention : Diana Perossa, PE, President
8603 Crossriver Lane
Houston, Texas 77095

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, 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 XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer 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 Engineer 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**

Engineer 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 Exhibits A and B, 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 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 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 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.

**XVIII.
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 or 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. Engineer 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. 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 Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

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

EXECUTED on this ____ day of _____, _____.

**Company Name: Engineered Utility
Solutions, Inc.**

Name: Diana Perossa, PE
Title: President/Chief Engineer

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

EXHIBIT A



EUSI

Engineered Utility
Solutions, Inc.

Texas Registered Firm F-20659

December 30, 2025

Drew Huffman
Director of Public Works
City of Tomball
501 James St
Tomball, Texas 77375

VIA EMAIL ONLY

Re: Design Proposal for City Gate #4

Dear Drew:

Thank you for allowing our firm to offer professional engineering services for the City of Tomball's (City) new city gate design. This proposal is for the design and bid phase services for a new city gate station. This new city gate is designated as City Gate Number 4 and is referred to as CG4. Engineered Utility Solutions, Inc.'s. (EUSI) team of licensed professional engineers is uniquely qualified to design this critical facility.

As of the writing of this proposal, the tentative location for the station is on the south side of FM 2920 near the Park Rd intersection at a location adjacent to/between an existing Si Energy station and an existing City lift station as shown on the attached Map Exhibit. The tentative transmission pipeline supplier that would provide the new feed is Si Energy. An easement for the new station site is required and a new supplier agreement with the new transmission pipeline owner is also required. The existing Si Energy station is referred to as Si Energy FM 2920 M&R Station and is adjacent to an existing Energy Transfer station as well. Both of these natural gas sites contain above ground piping. The existing City lift station is referred to as Lift Station #3 and is located at 15303 FM 2920. For purposes of this proposal, we will refer to the Si Energy site as the existing pipeline station. Similarly, for purposes of this proposal, we will refer to City Lift Station #3 as the existing City sanitary lift station. The existing natural gas distribution system has an existing 4" polyethylene main located along the north side of FM 2920. A lateral needs to be designed from this main line to CG4 as well. We propose the following scope and fee for your consideration:

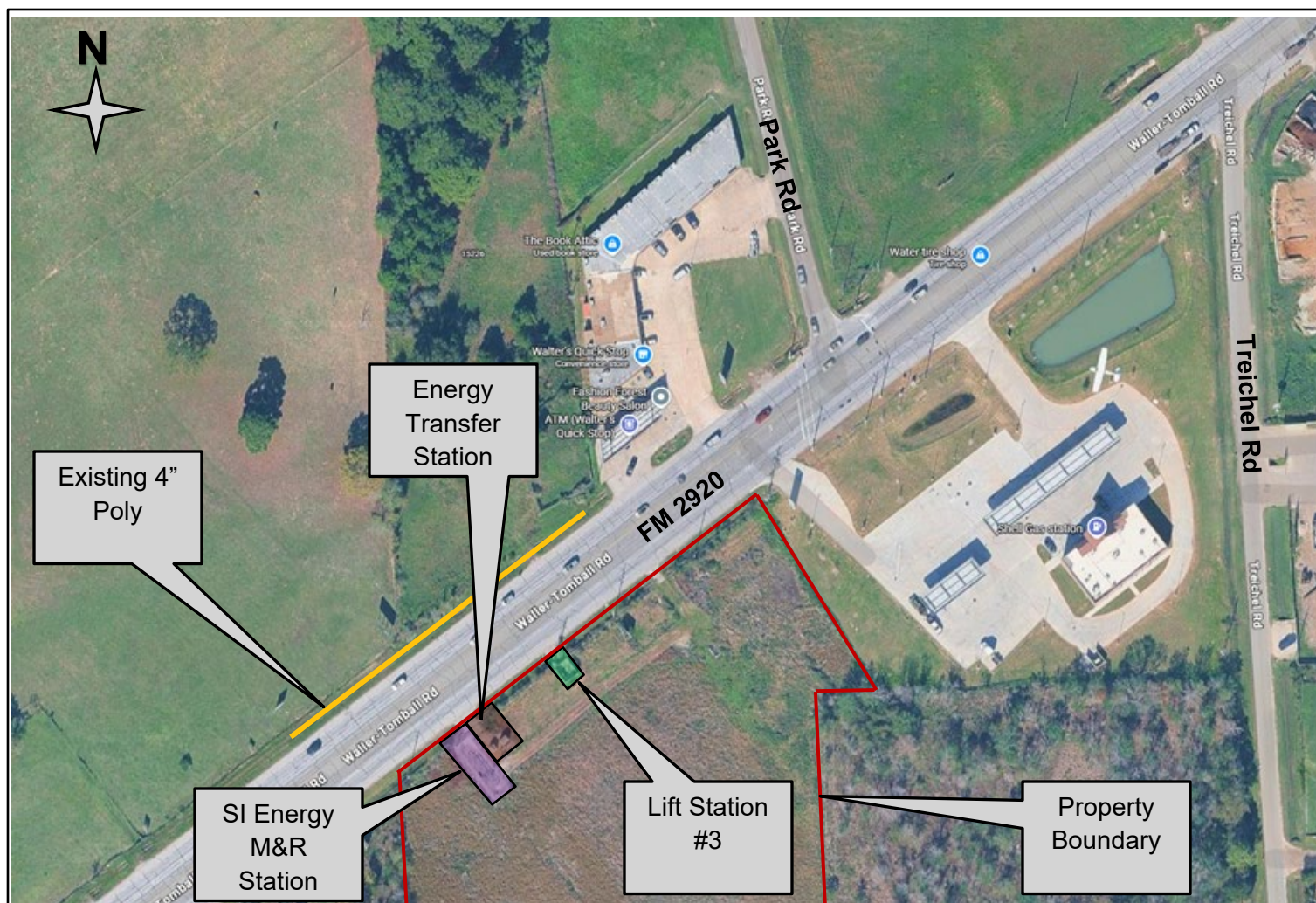


Exhibit 1: Tentative Site Location Details

- **Station Design** — our team will design a new city gate station to be located along FM 2920 at the described target location to receive pipeline feed from Si. The station will be an above-ground facility with the upstream begin point (i.e., the high-pressure inlet side) commencing at the custody transfer point from Si Energy. The design pressure for this end will match the Si Energy pipeline MAOP and be designed to ANSI 300 standards. At the time of this proposal, it is believed the Si Energy pipeline that will supply CG4 is an existing 6" coated steel referred to as Alamo Pipeline (formerly EPCOR's Hughes Natural Gas system) having an MAOP of 450 psi with a typical operating pressure of 300 psi. The downstream station terminus (i.e., the low-pressure outlet side) will be designed for an MAOP of 60 psi with a typical operating pressure of 40 psi and designed to ANSI 150 standards. The station will be designed for a capacity of 300 Mcfh with a typical output of 120 Mcfh and a starting load of 80 Mcfh. The downstream terminus for the station will be below ground at a location outside of the future

fenced area. This design will be rendered to match the City's existing stations, specifically, the Grand Parkway City Gate. Components to be designed include pressure regulation, over-pressure protection, bypasses to facilitate equipment change-out in the future and valve headers to facilitate control of the distribution system downstream of the station fenced area. Our design will incorporate as many of the operations and maintenance details as are practical from the existing city gates and district regulator stations. This includes pressure gauges, equipment type/models and freeze protection. Signed and sealed plans will be delivered to the City for bidding and construction. The plans will include:

- Detailed Station Design
 - Site Layout
 - Bill of Materials
 - Construction Specifications
 - General Notes & Requirements
 - Test Specifications
 - Coating Requirements
 - Fence Details
 - Cathodic Protection Design
 - Radiographic Weld Inspection Requirements
- **Mainline Plans and Permitting** – our team will design a lateral connection to the existing City distribution system on FM 2920 and obtain the required TxDOT permit for the installation of this new supply main. The deliverable for this item is a signed and sealed plan and profile design exhibit for use in obtaining the necessary TxDOT permit as well as an approved TxDOT permit which will be submitted and obtained through the TxDOT RULIS permitting process/system.
- **Surveying and ROW Coordination** – we will coordinate the identification of the easement boundary needed for CG4. This coordination includes generating an exhibit to illustrate the potential station boundary for discussion purposes with the City and Si Energy. The exhibit can also be used by the City in negotiating with the property owner for the station easement needed. This task includes surveying and generating the metes and bounds description and exhibit required for the agreed upon easement boundary for the station. The metes and bound description together with the metes and bounds exhibit will be used by the City to develop the

easement document. Included in this activity is ensuring the station footprint size is adequate for the station design and intended system operations at this site. Additionally, this task includes the associated construction staking and as built surveying.

- **Transmission Pipeline Coordination** – our team will facilitate and participate in discussions as needed to coordinate the pipeline supply, custody transfer point parameters and ensure the future capacity anticipated at this time is properly addressed on the pipeline side. Additionally, we will coordinate meetings to ensure a supply agreement is successfully negotiated between the City and Si Energy. Also, this task accounts for coordinating the commissioning of the new station in accordance with the City’s target activation schedule.
- **Construction Coordination and Bid Phase Services:** The following activities will be provided by our team during the bid and construction phases of the project:
 - Measurement and Payment Items
 - Bid Package Compilation
 - Review standard bid package materials prepared by City to ensure compatibility with measurement and pay items as well as project specifications.
 - Bid Advertisement
 - Pre-bid meeting; including generating meeting minutes.
 - Responding to bidder questions, including generating an answer log for distribution to all bidders.
 - Generating a bidders list
 - Evaluating bids received
 - Contractor vetting
 - Participation in Pre-Construction meeting, including generating meeting minutes.
 - Responding to contractor requests for information
 - Reviewing material submittals to confirm compatibility with material specifications and contract requirements.
 - Evaluate contractor as built submittals to ensure City receives all necessary documentation for their records as required by Title 49 Code of Federal Regulations 192 “Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards” (49 CFR 192)

Items not included in this scope that can be performed for additional fee are listed below:

- Including a check meter in the station design
- Including an odorizer in the station design
- Driveway design
- TxDOT Driveway permit
- SCADA telemetry
- Power and lighting
- ROW acquisition services (i.e., negotiating with land owner, generating the easement document and/or filing the easement with the County)

We propose to develop a concept station design for City review and approval prior to generating our complete and detailed station design. Additionally, all construction specifications and general requirements will be presented to the City for review and approval as well. It is our intent to work closely with the City during the bid and construction phase to ensure the successful installation of this new station. All deliverables will meet the requirements of 49 CFR 192 as well as the City's Operations and Maintenance standards and Operator Qualification requirements.

This scope of work can be performed by our team at a cost of One Hundred Forty-Five Thousand Four Hundred Forty-Five Dollars (\$145,445.00) and our work can begin one (1) week following authorization to proceed.

Please review this at your leisure and let us know if you would like to discuss this further or if you have any questions.

Regards,



Diana Perossa, PE

President | Chief Engineer

c: Jeff Rogers, PE
Megan Mageo
Will Goff