

**SUPPLEMENTAL NO. 1
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
PROJECT NO. 2025-10015
CITY OF TOMBALL
M121 RECONSTRUCTION TO HARDIN DITCH
(M121W CHANNEL SEGMENT C)**

THE STATE OF TEXAS
COUNTY OF HARRIS

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and AIG Technical Services, LLC ("Engineer"), executed the _____ day of _____, 2026, relative to design and construction for completion of the M121-01-00 (western lateral) Channel, Segment C.

WITNESSETH:

WHEREAS, the City desires to execute a supplemental amendment to the Professional Services Agreement for additional professional engineering and surveying services to include boundary survey, topographical survey, and Subsurface Utility Engineering (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 **\$75,900**, including reimbursable expenses as identified in Exhibit "A", for a total contract amount not to exceed **\$150,885**.

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:

AIG Technical Services, LLC
Attention: Kyle Bertrand, PE, Associate VP
1500 S. Dairy Ashford, Suite 445
Houston, Texas 77077

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: AIG Technical Services,
LLC**



Name: Kyle Bertrand, PC
Title: Associate Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

EXHIBIT A

**SUPPLEMENTAL No. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10015
CITY OF TOMBALL
M121W CHANNEL, SEGMENT C**

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL and AIG TECHNICAL SERVICES, LLC executed the 3rd day of June 2025, relative to professional services for Tomball Engineering and Planning Project No. 2025-10015.

Upon execution of this Supplemental the scope and fee shall be amended as follows:

**SUPPLEMENTAL No. 1 SECTION I
SCOPE OF AGREEMENT**

The scope of services shall be amended to include supplemental professional engineering and surveying services. Upon reviewing preliminary engineering design plans in November 2025, a coordination meeting with City staff was held to discuss the intended deepening of the M121-01-00 channel (also known as M121W) north of Medical Complex Drive. Based on the available topographical survey, these channel modifications were determined to provide minimal benefit for the southern reaches of Segment C. In conjunction with these coordination meetings, rescoping and drawings revisions are necessary to implement upstream improvements to M121-01-00 Segment C and interim construction of M121-01-01 & M121-01-02 (also known as Hardin Street Ditch). Revisions to project deliverables are listed below:

1. Provide boundary survey (TSPS Category 1B, Condition 3)
2. Provide topographical survey (TSPS Category 6, Condition 1)
3. Provide Subsurface Utility Engineering (SUE) for utilities within limits of improvements
4. Provide construction documents for the interim improvements of M121-01-01 to South Cherry Street and M121-01-02 to School Street.

Exclusions listed in the original agreement remain unchanged.

**SUPPLEMENTAL No. 1 SECTION IV
TIME FOR PERFORMANCE**

The time for performance of the supplemental Scope of Work shall be extended through preparation of construction documents with an estimated plan set and opinion of probable construction cost available for City review and approval in 180 calendar days. 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.

SUPPLEMENTAL No. 1 SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Supplemental Agreement, the City shall pay Engineer on the basis set forth in Attachment "A" of the original agreement, plus a supplemental services fee of \$75,900.00(Subconsultant cost +10%) for a total amended contract amount not to exceed \$150,885.00, including reimbursable expenses.

Services to be Provided	Original Fee (June 2025)	Supp. No. 1 (January 2026)	Revised Total	
Plans, Specifications & Estimate	\$ 74,585.00	\$ 10,000.00	\$ 84,585.00	(Lump Sum)
Surveying Services (Rods, Inc.)	\$ 0.00	\$ 65,900.00	\$ 65,900.00	(Lump Sum)
Reimbursable Expenses	\$ 400.00	\$ 0.00	\$ 400.00	(Cost Plus)
Total	\$ 74,985.00	\$ 75,900.00	\$ 150,885.00	

SUPPLEMENTAL No. 1 SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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.

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

EXECUTED on this _____ day of _____, 2026

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



January 2, 2026

Patrick Rummel, P.E.
AIG Tech
11740 Katy Freeway
Suite 1100
Houston, TX 77079
patrick.rummel@aigtechnical.com
Phone: 404-285-9367

RE: Proposal for a Topographic & Boundary Survey, Quality Levels D, C & A SUE
City of Tomball, Texas – M121 Channel & Hardin Street Ditch Improvements

Dear Mr. Rummel,

We are pleased to submit the following proposal for the above-referenced project.

Project Location

The project is located on Hardin Street ROW between School St & S Cherry St in Tomball, Texas, as shown on the project vicinity map in Attachment C.

Survey Scope

Control:

RODS, Inc. (RODS) will establish horizontal control based on the Texas Coordinate System of 1983, South Central Zone No. 4204, and utilize the vertical datum NAVD88, Geoid99, 2001 Adjustment. RODS will tie the previously set City of Tomball monument numbers 1 and 2.

- RODS, Inc. will establish approximately four (4) survey control points throughout the project site
- Vertical control will reference the City of Tomball monuments and HCFCR Reference monument 120210 which the monuments are referenced too.

Boundary Survey (Cat.1B, Cond. 3)

- Provide deed research to determine existing rights-of-way throughout the project routes
- Tie in property corners and block corners to define the existing rights-of-way (ROW).
- Prepare a rights-of-way map of the existing rights-of-way, in accordance with TSPS Category 1B, Condition 3 standards.

Topographic Survey (Cat. 6, Cond. 1):

RODS will perform a topographic survey for approximately 4,250 linear feet along the Hardin Street Ditch from School St to S. Cherry Street, and M121 Channel from the Hardin Street Ditch south to Medical complex Drive as shown on Attachment C of this proposal.

The topographic survey will include, but not be limited to:

- Cross sections will be surveyed at 100' intervals for the width of the ROW plus approximately 10 feet where possible. Shots will include natural ground elevations and cross sections of the channels, including top bank, grade breaks, toe of slope, flow line, and edge of water.
- Locate any visible above-ground improvements, including but not limited to fences, gates, culverts, back slope swales and above-ground utility appurtenances, and the location of any aerial utility lines, etc.
- Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- RODS will provide inverts on all visible and accessible storm and sanitary manholes, and inlets. Inverts will be based on data collected in the field and will include pipe flow line elevations, size, material and directions of pipes.

SUE Scope

We understand the scope of work to consist of providing Quality Levels D, C & A SUE per ASCE Standard 38-22. This includes:

- **SUE Quality Level D** involves a preliminary site visit, research to determine utility owners, contacting the utility companies to request the existing utility records, and drawing the information obtained into a utility base map.
- **SUE Quality Level C** involves correlating the Quality Level D information obtained from existing utility record investigation with the visible surface features obtained from a topographic survey performed by RODS Inc. Limitations of a C&D investigation include utilities that have been sold or abandoned with no record or surface features.
- **SUE Quality Level A** Testholes will be excavated via non-destructive vacuum excavation. In order to perform the field work, the following will also be completed: contact Texas One Call agency to notify of digging intent and perform on-site field inspection and designate the desired utility to determine exact location. Air-vacuum excavation will be utilized to determine orientation, size, depth, material and condition of the intended utility. The test holes will then be surveyed in by RODS Inc. Signed and sealed Test Hole Data Sheets will be produced for the excavated locations, depicting top, side and plan views, and detailing survey information as well as size, material and depth of utilities found.

Note that 2 testholes were estimated for this project due mainly to where the 2 pipelines, shown from the Texas Railroad Commission in Attachment D, could potentially conflict with the proposed ditch improvements.

Schedule

RODS will complete the above-described initial basic service tasks within forty-five (45) business days of the receipt of the signed Sub-Agreement and written Notice to Proceed. SUE QLA test holes will be completed as authorization is given.

Deliverables**Survey:**

- Bentley Open Roads Designer .dgn 2D and 3D CAD files of the topographic survey
- Signed and sealed CAT1B boundary, CAT6 topographic survey, and survey Control Index Sheet and a Horizontal and Vertical Control Detail Sheet(s) in .pdf format.

SUE :

- Digital 2D CADD file in Bentley Open Roads Designer format in 1:1 model space suitable for 1-inch = 20-feet drawings showing the SUE Quality Levels differentiated by symbology.
- Signed and sealed Test Hole Data Sheets for excavated locations.

Estimated Cost

This project will be billed on a specified rate & unit cost basis, not to exceed the total shown below. See Attachments B1 & B2: Estimated Fee Schedules for additional information.

SUMMARY OF SURVEY TOTALS	
Control	\$ 4,635.00
Boundary Survey	\$ 12,220.00
Topographic Survey	\$ 25,795.00
Survey Subtotal	\$ 42,650.00
SUMMARY OF SUE TOTALS	
QL-D Total	\$ 10,346.00
QL-A Setup Total	\$ 2,600.00
SUE QL-A Unit Cost Total	\$ 4,310.00
SUE Subtotal	\$ 17,256.00

Total For All Services: \$ 59,906.00

Should you have any questions or require additional information, please feel free to contact me. We look forward to working with you on this project.

Sincerely,



Lane M. Lease, P.E.
Vice President
RODS Inc.