

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10005
CITY OF TOMBALL
NORTH ELM STREET PARKING PHASE 2**

**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 construct public parking facilities along North Elm Street from Houston Street to West Hufsmith Rd, (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, land surveying, and landscape architecture;

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 120 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 **\$196,801.60** 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
Attention: Project Manager
501 James Street
Tomball, Texas 77375

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 ENGINEERING & PLANNING PROJECT NO. 2025-10005 CITY OF TOMBALL NORTH ELM STREET PARKING PHASE 2

PART A – SCOPE OF SERVICES

DESCRIPTION OF PROJECT

The proposed project by the City of Tomball includes Phase 2 of the North Elm Street Public Parking Lot, north of Houston Street, between North Elm Street and the BNSF Railroad. Phase 2 is identified as an off-street parking lot consisting of approximately 96 parking stalls. Detention will be required to mitigate increases in impervious cover and may consist of a combination of on-site, underground detention and/or in-line detention along Future North Elm Street. Phase 3 parking, shown as on-street stalls along North Elm Street south of W. Hufsmith Road, includes approximately 95 parking stalls and is excluded from this scope of services as described herein. As part of the Phase 2 project, the reverse curve along N. Elm Street will be adjusted to meet general roadway design geometric criteria with the implementation of curb and gutter.

As part of the new parking lot, the project will include design of lighting, landscaping and irrigation, drainage design, sidewalk, concrete curb & gutter, and other related components necessary for engineering and construction of the proposed improvements. A schematic of the existing Phase 1, proposed Phase 2, and future Phase 3 N. Elm Street parking lot is included in Attachment C.

The general scope of consultant services required for the project include providing professional engineering services for the production of construction documents suitable for public bidding and construction of the proposed improvements. Dependent on final project limits, coordination, plan review & approval, and permitting may be required from Harris County Engineering Department and/or Harris County Flood Control District. It is assumed for the purpose of this scope of service that all work included herein shall be included in a single bid package for construction and construction phase services.

REFERENCE STANDARDS AND CRITERIA

- City of Tomball Minimum Standards for Stormwater Drainage Design”, hereinafter referred to as “City Drainage Manual”, latest edition
- Americans with Disability Act (ADA) and Texas Accessibility Standards (TAS) requirements for pedestrian facilities
- Harris County Design Guidelines, Standard Details, and Specifications for all work within the applicable right-of-way
- Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure 2023 (or latest edition)
- Harris County Flood Control District Policy Criteria & Procedure Manual 2019 (or latest edition), Standard Details, and Specifications for all work within the applicable right-of-way

A. GENERAL SERVICES (AIG TECH)

The Engineer shall reference the City's Project Title and City's Project File Numbers on all correspondence and submittals.

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 necessary to review the progress of the engineering effort, or to address other issues which may arise. The Public Works 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 and deliver meeting record memorandum of decisions and action items to the City 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 submit invoices on City's standard form, if provided, to document and present the current status of each milestone noted to record activities and deliverables completed within the month, and to note activities planned for next month.

Upon request, the Engineer shall provide the City 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.

B. ENGINEERING DESIGN AND BIDDING SERVICES

The Engineer shall prepare necessary engineering plans, specifications and engineer's opinion of probable construction costs, necessary for bidding and construction of the proposed parking lot and drainage improvements described above. Plans and specifications prepared by the Engineer shall be in general conformance with applicable City of Tomball guidelines, standard details, documentation, and procedures for public infrastructure.

If required, the Engineer shall assist City with required signatures from other governmental agencies, public utilities, and private utilities necessary for approval and construction permitting of the proposed project.

The following is intended to provide a general guideline of expected deliverables and milestones for accomplishing the project goal as well as assessing project schedule and completeness.

30% Milestone – Preliminary Design

The Engineer shall meet with the City following completion of 30% design for the project. The design shall include schematic plan views of the proposed parking/drainage improvements.

The Preliminary Design will include a summary of anticipated issues, constraints, and estimate(s) of probable construction cost for the plans provided. It is anticipated the City will review and provide comments prior to proceeding to the final design stage of the project.

The Engineer shall meet with Texas Department of Transportation, Harris County Precinct 3, Harris County Flood Control District, BNSF Railroad, and other Authorities having jurisdiction as needed to coordinate adjacent roadway and drainage improvement projects.

90% Milestone – Final Design (Drawings)

At the 90% milestone, the Engineer shall submit three (3) full size paper sets and one (1) PDF electronic copy of the following:

- Construction Drawings included all necessary plans sheets and details
- Draft Project Manual including as a minimum:
 - Table of Contents
 - Bid Form (00410, Parts A&B)
 - Summary of Work
 - Technical Specifications (standard specifications incorporated by reference and all supplemental and non-standard technical specifications identified)
- Detailed estimate of probable construction cost
- As necessary, Construction Sequencing and TCP plans and details in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the “Texas Manual on Uniform Traffic Control Devices” (TMUTCD), City of Tomball, and/or Harris County Engineering Department requirements.
- Storm water pollution prevention plan (SWPPP) and details for construction activities in accordance with City and/or other jurisdictional guidelines.

Final Drawings and Specifications (100% Construction Documents)

After receiving, reviewing, and addressing comments on the 90% Milestone submission, the Engineer shall submit three (3) full size paper copies and one (1) PDF electronic copy of the documents and supporting paperwork upon conformation of readiness by the City. The final Construction Document submission will include:

- Construction documents, all review comments resolved, with applicable documents signed and sealed by a licensed engineer and/or surveyor.
- Sheet-by-sheet quantity take off and documentation
- Completed project manual
- Documentation and/or permits confirming other agencies’ approvals and eligibility for final construction permits.

Bidding and Award

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.

C. CONSTRUCTION SUPPORT SERVICES

The Engineer, as necessary, shall make up to ten (10) 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.

D. ADDITIONAL SERVICES

Unless otherwise authorized or modified by Supplemental Agreement, the Engineer shall perform Additional Services in accordance with the following:

Storm Water Pollution Prevention Plan (SWPPP) – AIG Tech

Prepare erosion control plan showing suggested best management practices for filtering of stormwater runoff, plan controls and standard details in accordance with TCEQ requirements, and City's standard details and specifications.

Traffic Control Plans (TCP) – AIG Tech

Construction Sequencing and TCP shall be in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), City of Tomball and/or Harris County Engineer Department requirements.

Landscape Architectural, Irrigation, Tree Protection Services – Bruno Land Design, LLC

Services are proposed to address the improvements associated with the parking lot and/or street parking proposed for the project. Landscaping, irrigation, and tree protection shall be designed in accordance with applicable City of Tomball ordinances and standards, or as directed by the Director.

The subconsultant proposal is included in Attachment D.

Street Lighting/Parking Lot Lighting & Electrical – Bruno Land Design, LLC.

Services are proposed to address the improvements associated with the parking lot and/or street parking proposed for the project. The project design team architect/engineer will prepare the project's Lighting Photometric & Electrical Plan in accordance with the City's Zoning Ordinance, and the written specifications of CenterPoint Energy. Specifically, Section 39.3.B of the Zoning Ordinance presents that to prevent nuisance situations, all parking area lighting shall be designed, shielded and operated so as not to reflect or shine on adjacent properties and in accordance with City ordinances. All streets and driveways shall be lighted at night with a minimum intensity of two foot-candles' illumination if off-street parking or loading facilities are to be used at night. It is the intent to match and continue with poles and fixtures utilized in the Phase 1 North Elm Street Parking Lot. Services will also include design and layout of perimeter fence around the proposed Phase 2 North Elm Street Parking Lots, to match fencing utilized in Phase 1 North Elm Street Parking Lot.

The subconsultant proposal is included in Attachment D.

Geotechnical Investigation - Geotest

Perform in general accordance with the City and Harris County Design Manual(s). Provide geotechnical engineering report, signed and sealed by a Professional Engineer, registered in the State of Texas. Geotechnical engineering report shall provide recommendations and materials testing, including but not limited to pavement thickness, subgrade preparation, pavement reinforcement, & joint spacing for the proposed parking lots, suitability of on-site soil for reuse, and slope stability analysis at the proposed detention pond and outfall. The geotechnical engineering report shall also include a boring location map and individual boring logs located at proposed parking lot locations, proposed detention pond location, and proposed detention pond outfall location.

Boring logs shall include City E&P Project Number, boring number, date of field work, depth to groundwater, soil and sample symbology, soil description (soil type identifications in accordance with the Unified Soil Classification System), and geotechnical analytical data. The Geotechnical Engineer shall also provide a soil type report consisting of a letter report addressing the OSHA soil types and required trench safety system to be included in the construction specifications.

The subconsultant proposal is included in Attachment E.

Material Testing during Construction - Geotest

The subconsultant proposal is included in Attachment F.

Topographical Survey and Boundary Survey – C&C Surveying

A registered professional land surveyor shall conduct a topographical survey suitable for design to record all topographic features within the anticipated limits of work, illustrated in Attachment G.

- Establish horizontal and vertical control
- Establish temporary control
- Provide investigative/topographic survey along the project limits to record all topographic features and improvements not less than 100-foot cross sections or 100-foot by 100-foot (100'x100') grid to define existing ground contours, existing surface utilities, and obtainable flowline data, paving and drainage.
- Obtain right of entry for work along the BNSF Railroad.
- Locate existing utilities, including pipelines, within the project limits based on publicly available information and Texas811 OneCall.
- Geotechnical boring locations and ID

Deliverables shall be submitted no later than when 30% drawings are submitted for review. Deliverables for topographic survey services to the City include the following:

- Original survey field books and electronic files
- Survey Control Map
- Boundary Survey

The subconsultant proposal was not provided at the time of this proposal.

Registered Accessibility Specialist

Registered Accessibility Specialist (RAS) Services proposed for the project would be associated with the pedestrian route elements, including site walks, ramps, and street right-of-way crossings determined to be impacted by the project improvements. The RAS Services would include plan review and construction inspections for compliance with the Texas Architectural Act, Chapter 469 of the Texas Government Code. A budgetary number has been assumed for the cost associated with the plan project registrations, reviews, and inspections in accordance to and published under the Architectural Barriers Administrative Rule 68.80. Actual final cost will be based on the final construction estimate at the time of registration.

EXCLUSIONS

1. Environmental Assessment and Permitting
2. Land Acquisition Services or preparation of Lease Agreements
3. Pipeline Coordination and Agreements
4. Public Involvement & Presentations

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

ENGINEERING & PLANNING PROJECT NO. 2025-10005 CITY OF TOMBALL NORTH ELM STREET PARKING PHASE 2

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:

Services to be Provided	Base Cost	Sub Markup @ 10%	Totals	Basis
A & B - Engineering Basic Services	\$ 104,015.00	\$ -	\$ 104,015.00	LS
Bid Phase Services	\$ 6,300.00	\$ -	\$ 6,300.00	LS
C - Construction Phase Services	\$ 25,250.00	\$ -	\$ 25,250.00	T&M
D - Additional Services				
Storm Water Pollution Prevention Plan	\$ 3,625.00	\$ -	\$ 3,625.00	LS
Traffic Control Plan	\$ 4,050.00	\$ -	\$ 4,050.00	LS
Landscape/Irrigation Lighting/Electrical (Sub)	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	LS
Geotechnical Investigation (Sub)	\$ 8,976.00	\$ 897.60	\$ 9,873.60	LS
Material Testing-Construction (Sub)	\$ 14,080.00	\$ 1,408.00	\$ 15,488.00	T&M
Land Surveying Services (Sub)	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00	LS
Reimbursable Expenses (including TDLR Plan Review & Inspection Fee)	\$ 4,000.00	\$ -	\$ 4,000.00	Cost Plus
Recommended Total Consultant Fees Budget			\$196,801.60	

The recommended budget for this scope of services is \$196,801.60 (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