

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Everman Parkway/Race Street Temporary Traffic Signal

TNP PROJECT NUMBER: EVR 26305

CLIENT: City of Everman
ATTN: Craig Spencer

ADDRESS: 212 North Race Street
Everman, TX 76140

City of Everman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:

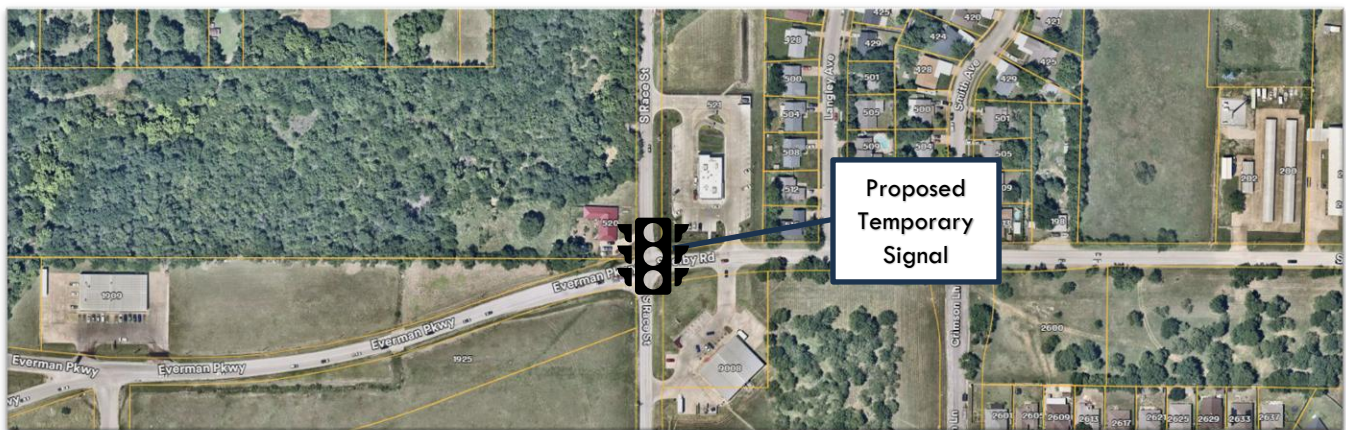
Article I

SCOPE: Provide surveying, subsurface utility engineering (SUE), engineering design, bidding and construction administration services for a temporary traffic signal at the intersection of Everman Parkway, Race Street and Shelby Road in Everman, Texas.

The project includes the following:

Task 1 Engineering Services
Task 2 Bid Phase Services
Task 3 Construction Phase Services

A detailed scope of services is included as Attachment 'A' and is made a part hereto.



Article II

COMPENSATION to be on the basis of the following:

- A. The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee of \$ 97,200.00 which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the

CONSULTANT's estimate of the percentage of the contract completed during the billing period.

- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.15 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
- 1) Preparation of roadway, water, sanitary sewer or drainage design or plans.
 - 2) Preliminary design report and/or alignment study report.
 - 3) Cultural resources field survey.
 - 4) USACE Section 404 permitting and/or PCN.
 - 5) Preparation of a SWPPP.
 - 6) Detailed traffic control plans.
 - 7) Performance of materials testing or specialty testing services.
 - 8) Public outreach support and public meeting attendance.
 - 9) Construction staking.
 - 10) ROW/Easement documents or acquisition services.
 - 11) Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described above.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'B' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received. If CONSULTANT stops work due to nonpayment, additional time equal to the delay shall be added to the project schedule described in Article III.
- E. Funding: Agreement to this contract acknowledges available funding for the services to be provided by the CONSULTANT. Payment for the CONSULTANT's services shall not be contingent upon the CLIENT's available project-specific funds or anticipated future funding.
- F. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-2'.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A project schedule is included as Attachment 'C' and made a part hereto.

Article IV

CONTRACT PROVISIONS: The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

City of Everman

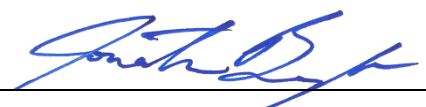
By: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:  _____

Title: Director of Engineering Services

Date: 6/5/2026

Firm Contact Information:

5237 N. Riverside Drive, Suite 100

Fort Worth, Texas 76137

817-336-5773

Contact: Bill Smith, P.E., C.F.M.



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in this agreement.

2. DIRECT EXPENSES

For Hourly Reimbursable payment terms, a fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Fixed Fee totals include expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging.

3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6. TERMINATION

Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

12. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

13. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

Project Name: Everman Parkway/Race Street Temporary Traffic Signal

Client: City of Everman

TNP Project #: EVR 26305

Date: 6/5/2026

16. OWNER RESPONSIBILITY

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

17. SITE VISITS

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

18. CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

20. ATTORNEY FEES

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

21. MISCELLANEOUS

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

Project Description:

The existing intersection at Everman Parkway and S. Race Street performs poorly and experiences excessive queuing in the east and westbound directions due to travel demand toward IH-35W and IH-20. This project will improve the intersection operation with a temporary signal as an interim solution until future Everman Parkway improvements are constructed. Scope includes:

Task 1 Engineering Services

1. Project Management

TNP will provide overall project management and coordination to support delivery of the project in accordance with City, Fort Worth, and/or TxDOT requirements. This effort will include managing project scope, schedule, and budget; coordinating internal team activities and serving as the primary point of contact with the City and other stakeholders.

TNP will facilitate communication between project team members and stakeholders, track project progress, and identify potential issues or risks that could impact project delivery. Regular coordination (via meetings, calls, or email) will be performed as needed.

2. SUE & Survey:

A topographic and boundary survey will be performed to identify existing features, elevations, and ROW at the intersection. SUE Level B will be performed to identify and map existing utilities for avoidance and relocation. Two (2) Level A test holes will be performed to confirm the proposed improvements' clearance with existing utilities.

3. Utility Coordination:

TNP will research existing utilities reflect the approximate location of existing utilities in the plans. During the design phase of the Project, the Engineer will coordinate with the City and the franchise utility companies regarding any adjustments or relocations required by the Project.

4. Signal Warrant Analysis

TNP will perform a signal warrant analysis at the intersection of Everman Parkway/Shelby Road and South Race Street. The effort will include 24-hour turning movement counts collected by a subconsultant, adjusted using a City-provided growth rate, and analyzed using Warrants 10 software by Trafficware to assess intersection performance. It is assumed that intersection crash history data will be provided by the City. Deliverable will be a brief technical memo summarizing the software output and overall findings. The memo is not required to be sealed. This scope of work does not include preparation of a formal traffic signal warrant analysis report.

5. Traffic Modeling

Prepare traffic models to evaluate the existing and proposed traffic control measures at the intersection of Everman Parkway and Race Street, and to optimize phasing and timing of the proposed temporary traffic signal. The traffic modeling shall include the following efforts:

- a. Direct a traffic data collection subconsultant to collect information about the intersection.
- b. Turning movement counts will be collected for the AM (7:30 – 9:30 AM) and PM (3:00-6:00 PM) peak periods at the intersection. All counts will be taken on a typical Tuesday, Wednesday, or Thursday when Everman ISD schools are in session. 24-hr bi-directional tube counts will be taken on Everman Parkway just west of Race Street, and on Race Street just south of Everman Parkway.

- c. The existing weekday AM and PM peak hour operating conditions at the intersection will be analyzed using Synchro 12 to identify the existing level of service (LOS) and queueing lengths.
- d. A proposed traffic signal will be analyzed using the existing lane configurations. The analysis will be used to determine the optimal phasing and timing for the proposed traffic signal. The LOS and queueing lengths will be identified and documented for the recommended traffic signal configuration.

6. Temporary Signal Design

TNP will prepare design plans for a temporary traffic signal installation at the intersection of Everman Parkway/Shelby Road and South Race Street. The design will consist of a span-wire signal supported on steel poles and will detail location of poles and foundations, signal controller cabinet, power source, and vehicular signal heads. Explicitly excluded from this scope are: pedestrian accommodations, signal coordination or interconnection, pavement markings, lighting design. TNP will coordinate with the City to confirm vehicle detection and emergency vehicle preemption requirements, as well as desired standards for heads, controllers, and cabling. All traffic signal structures will be designed in accordance with applicable Fort Worth and/or TxDOT standards.

Task 2 Bid Phase Services

TNP will provide limited support during the bid phase to assist the City in responding to contractor inquiries and facilitating a smooth bidding process. This effort will include responding to Requests for Information (RFIs) related to the design intent, preparing clarifications as needed, and assisting with the development of addenda if required. TNP will evaluate submitted bids and will prepare a bid tabulation and award recommendation letter.

Task 3 Construction Phase Services

TNP will provide limited construction phase support to assist the City in interpreting the design and addressing contractor questions during construction. This effort will include responding to RFIs, reviewing shop drawings and submittals for general conformance with the design intent, and providing clarification of the plans as needed.

TNP will also provide limited review of contractor-provided record drawings (as-builts) for general completeness and prepare a record drawing set.

TNP will provide limited inspection services during construction. TNP will provide construction observation during signal pole installation and a final inspection. TNP will provide a list of corrections and confirm that the corrections have been made. Four (4) site visits for construction observation are included in this scope.

Additional Services Not Included in Scope

- Traffic data collection beyond what is identified in the scope
- Analysis or design of the intersection with lane configurations other than the existing configuration
- Queuing analysis beyond what is identified in the scope
- Speed zone warrant analysis
- Weaving analysis
- Analysis for intersections, or roadways that are not identified in this scope of services
- Hydrologic or Hydraulic analysis or design
- Water or Sanitary Sewer design
- Construction inspection beyond that identified in this scope
- Materials Testing

Attachment B
Teague Nall and Perkins, Inc.
Standard Hourly Rates
Effective Date: December 15, 2025

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Intern	\$95.00
Clerical	\$100.00
ROW Tech	\$120.00
CAD Technician	\$130.00
Title Agent	\$135.00
Engineer I/II	\$150.00
Landscape Designer	\$150.00
ROW Agent	\$155.00
Senior CAD Technician	\$165.00
Engineer III/IV	\$180.00
Designer	\$190.00
IT Technician	\$190.00
Senior ROW Agent	\$195.00
Relocation Agent	\$195.00
Project Engineer	\$205.00
Senior Designer	\$205.00
Landscape Architect / Planner	\$210.00
Structural Engineer	\$240.00
Project Manager	\$245.00
ROW Manager	\$265.00
Senior Engineer	\$290.00
Senior Landscape Architect/Planner	\$290.00
Senior Structural Engineer	\$295.00
Senior Project Manager	\$300.00
Team Leader	\$310.00
Principal or Director	\$340.00

Surveying	Hourly Billing Rate
Flagger	\$75.00
Survey Technician	\$145.00
Abstractor (Property Deed Research)	\$145.00
S.I.T. or Senior Survey Technician	\$160.00
Field Coordinator	\$165.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$220.00

Registered Professional Land Surveyor (RPLS)	\$280.00
3-Person Field Crew w/Equipment**	\$295.00
Terrestrial Scanning Equipment & Crew	\$300.00
Survey Manager	\$340.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$500.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Utility Location Specialist	\$140.00
Utility Coordinator	\$170.00
1-Person Designator Crew w/Equipment***	\$170.00
Sr. Utility Location Specialist	\$180.00
SUE Field Manager	\$200.00
2-Person Designator Crew w/Equipment***	\$235.00
Senior Utility Coordinator	\$250.00
3- Person Designator Crew w/Equipment***	\$335.00
2-Person Vac Excavator Crew – Vac Trailer (Exposing Utility Only)	\$350.00 (4 hr. min.)
2-Person Vac Excavator Crew – 4 Yard Vac Truck (Exposing Utility Only)	\$375.00 (4 hr. min.)
2-Person Vac Excavator Crew – 12 Yard Vac Truck (Exposing Utility Only)	\$400.00 (4 hr. min.)
Core Drill (equipment only)	\$830.00 per day
SUE QL-A Test Hole (0 < 8 ft)****	\$2,700.00 each
SUE QL-A Test Hole (> 8 < 15 ft)****	\$3,200.00 each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$120.00
Construction Inspector III	\$150.00
Senior Construction Inspector	\$175.00
Construction Manager	\$245.00
Senior Construction Manager	\$300.00

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

** Rates shown are effective as of Dec. 15, 2025 and are subject to change.*

*** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

**** Includes crew labor, vehicle costs, designating equipment, and field supplies.*

***** Level B Designation required prior to Level A Test Hole. Cost of Level B work not included.*

ATTACHMENT 'B-1' COMPENSATION SUMMARY

Professional Services		
Project Management:	\$10,000	(Fixed-Fee)
Survey:	\$7,000	(Fixed-Fee)
SUE	\$10,000	(Fixed-Fee)
Utility Coordination:	\$10,000	(Fixed-Fee)
Signal Warrant Analysis:	\$3,500	(Fixed-Fee)
Traffic Modeling	\$6,200	(Fixed-Fee)
Temporary Signal Design:	\$40,500	(Fixed-Fee)
Bid Phase Services:	\$5,000	(Fixed-Fee)
Construction Phase Services:	\$5,000	(Fixed-Fee)
Total:	\$97,200	



ATTACHMENT 'B-2' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

Craig Spenser
City of Everman
212 North Race Street
Everman, TX 76140

Invoice number
Date

Professional services rendered for the month ending June 30,2023

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Engineering Services	130,000.00	57.92	75,300.00	62,000.00	13,300.00
Bid Phase Services	18,600.00	100.00	18,600.00	18,600.00	0.00
Construction Phase Services	14,500.00	100.00	14,500.00	14,500.00	0.00
Total	163,100.00	66.46	108,400.00	101,593.00	14,280.00

Invoice total **13,300.00**

Please show project number on all payments of this statement

ATTACHMENT 'C'

PROJECT SCHEDULE

The CONSULTANT shall endeavor to accomplish the work in accordance with the following schedule:

1. Perform survey, SUE, data collection and preliminary design in 90 calendar days from Authorization to Proceed by Client.
2. Provide final design and specifications in 30 calendar days from approval of preliminary design plans.
4. Allow 30 calendar days for plan approval by regulatory agencies, project construction bidding and award by the Client.