



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: **GENERAL ENGINEERING SERVICES**

TNP PROJECT NUMBER: JOS 26256

CLIENT: City of Joshua
ADDRESS: 101 S. Main Street
Joshua, Texas 76058

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

Article I

SCOPE: Provide various engineering support services as requested by the CLIENT including the following:

- **Development Review and Coordination:** Including plats, civil plans, traffic impact analysis, drainage plans and studies, erosion control measures, water and sewer infrastructure (JCSUD), & development surveys.
- **Technical reviews:** for F.E.M.A. requirements.
- **Grant Application:** Provide assistance, consultation, and/or preparation of grant application requests with agencies such as NCTCOG, TWDB, and TxDOT.
- **Planning:** planning assistance and cost estimating for City CIP.
- **Street Impact Fee & Stormwater Utility Fee Updates**
- **Concept design and/or PS&E:** Prepare city bid documents for paving, drainage, and/or other infrastructure improvements needed by the City.
- Consultation, investigation, evaluation, analysis, planning, providing an expert engineering opinion and/or testimony, or other needed engineering services.

Article II

COMPENSATION to be on the basis of the following:

- A. Professional Services: The CONSULTANT shall be compensated on an hourly basis at CONSULTANT's standard hourly rates for personnel working on the project. A schedule of CONSULTANT's hourly rates is provided as Attachment 'B' Standard Rate Schedule. Services shall be billed monthly based on actual time spent working on the project by CONSULTANT's staff.
- B. Other Expenses: 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 the CONSULTANT.
- C. Air Fare and Lodging: The CONSULTANT shall be compensated for air fare and lodging required for the project at actual cost.

- D. 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.
- E. Work Outsourced to Others: All subcontracted and outsourced services shall be billed at rates comparable to the CONSULTANT's Standard Rate Schedule or at cost times a multiplier of 1.10.
- F. 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.
- G. 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.
- H. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-1'.
- I. Total Contract Amount: For hourly reimbursable contracts such as this, the CONSULTANT cannot guarantee a maximum fee for services.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. The contract term will be two (2) years, effective from the date of execution. The City may automatically renew this contract at the end of each term.

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 Joshua

By: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:  _____

Title: Principal, Team Leader

Date: 04/07/2026

Firm Contact Information:

Fort Worth Office
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Ryan Jones, PE

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

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.

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.



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 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

Project Name: General Engineering Services

Client: City of Joshua

TNP Project #: JOS 26256

Date: 04/7/2026

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

Direct Cost Reimbursables

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.

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' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

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

Mike Peacock
City of Joshua
101 S. Main Street
Joshua, Texas 76058

Invoice number
Date

General Engineering Services JOS 26XXX

Professional services rendered for the month ending March 31,2026

Email invoice to:

Task Description

		Hours	Rate	Billed Amount
Director	JMB	1.00	\$340.00	\$340.00
Senior Designer	CSS	1.00	\$205.00	\$205.00
Phase subtotal				\$545.00

Invoice total

\$545.00

SUMMARY:

Total Billed	\$545.00
Amount Previously Billed	\$0.00
Amount Currently Billed	<u>\$545.00</u>

Project Name: General Engineering Services
Client: City of Joshua
TNP Project #: JOS 26256
Date: 04/7/2026