



INTEGRITY
EXCELLENCE
TRUST

AGREEMENT FOR PROFESSIONAL SERVICES

This Professional Services Agreement is entered into between **City of Willow Park** (CLIENT) and **Jacob & Martin, LLC**. (ENGINEER)

Client: City of Willow Park


Project: Kings Gate Park Restroom Facilities

Scope of Services: Provide engineering services for the above referenced project as described in Attachment A.

Compensation: Fees associated with the outlined services will be provided as described in Attachments B and C.

General Conditions: See attached General Conditions.

Client has read, understands and agrees to the General Conditions, the Scope of Services, Compensation and any Addenda Incorporated into this Agreement by reference. This Agreement, including the General Conditions, Scope of Services, Jacob & Martin Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase order issued by Client. This Agreement is entered into at Willow Park, Texas and is made effective upon signature by both parties.

Client:	City of Willow Park	Engineer:	Jacob & Martin, LLC
By:		By:	
Name:		Name:	Derek Turner, P.E.
Title:		Title:	Principal
Date:		Date:	November 26, 2026



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

ATTACHMENT A TO AGREEMENT FOR PROFESSIONAL SERVICES

Project Manager:

Derek Turner, P.E.

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880

Client:

Toni Fisher, Interim City Administrator

516 Ranch House Road
Willow Park, TX 76087
817.441.7108

Project Scope:

ENGINEER shall provide the following:

- Provide architectural and structural engineering services as well as mechanical, electrical, and plumbing design for the preparation of plans and specifications for an approximately 365 square foot restroom facility at Kings Gate Park.
- Provide civil engineering services for the preparation of plans and specifications for the site civil component of a restroom facility at Kings Gate Park.
- Assist with the bidding and award of a construction contract for a restroom facility at Kings Gate Park.
- Assist with submittal review, periodic inspection (monthly), and pay estimate approval during construction of a restroom facility at Kings Gate Park.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford



INTEGRITY
EXCELLENCE
TRUST

ATTACHMENT B TO AGREEMENT FOR PROFESSIONAL SERVICES

Compensation:

Total Compensation for the referenced Scope of Services shall be a lump sum of \$45,000.00 to be billed as a percent of completion on a monthly basis. Additional services requested by the owner shall be billed according to the rate schedule as contained in Attachment C.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448 | TBAE Firm #: BR 2261 | TBPLS Firm #: 10024300 – Abilene | TBPLS Firm #: 10193992 - Weatherford



INTEGRITY
EXCELLENCE
TRUST

ATTACHMENT C
TO AGREEMENT FOR PROFESSIONAL SERVICES
HOURLY RATES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Senior Principal Engineer	\$ 235.00
Principal Engineer	215.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	135.00
Engineering Technician - 1	140.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	105.00
CAD Draftsman - 2	90.00
Engineering Intern	75.00

ARCHITECTURAL SERVICES

Principal Architect	\$ 215.00
Licensed Architect - 1	200.00
Licensed Architect - 2	165.00
Licensed Interior Designer	125.00
Architectural Associate	110.00
Architectural Intern	75.00

ANCILLARY SERVICES

Environmental Scientist	\$ 135.00
Environmental Technician	90.00
GIS Technician - 1	135.00
GIS Technician - 2	90.00
Senior Land Man	120.00
Clerical - 1	100.00
Clerical - 2	75.00

Effective 1/1/2025



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

36 E. Twohig, Suite 101
San Angelo, TX 76903
325.695.1070

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

SURVEYING SERVICES

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	165.00
Surveyor-in-Training (S.I.T.)	110.00
Survey Technician	100.00
1-Man Survey Team	180.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	205.00
2-Man Survey Team	205.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	230.00
3-Man Survey Team	230.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	255.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	\$ 115.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	140.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	105.00
Licensed Water/Wastewater Operator (A/B)	105.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2025



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$	200.00
Materials Technician Service Time		77.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		105.00
Pier Observation, Hot Mix, Reinforcing Steel		91.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		108.00

CONCRETE

Concrete Cylinder Compressive Strength Tests	\$	34.00
Client Made Cylinder		42.00
Entrained Air Content Test		40.00
Slump Tests, when cylinders are not made		30.00
Concrete Mix Design		1175.00
Concrete Design Confirmation Cylinder		38.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	95.00
Field Compaction Test		35.00
Moisture-Density Curve (Proctor)		325.00
Washed Sieve Analysis (Soil)		80.00
Washed Sieve Analysis (Base Material)		95.00
Unit Weight		52.00
Absorption		52.00
Decantation		52.00
Moisture Content		52.00

ASPHALT

Rice Theoretical Specific Gravity	\$	96.00
Field Density, Hot Mix (Nuclear Method)		40.00

Local Vehicle Charge (within 20 miles of Abilene) - \$37.00 per trip to the project
Travel from and return to office at IRS rate per mile, plus service time at above rates
Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2025



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

36 E. Twohig, Suite 101
San Angelo, TX 76903
325.695.1070

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

ATTACHMENT D TO AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL CONDITIONS

1. Parties to This Agreement
CLIENT as used herein is the entity who authorizes performance of services by Jacob & Martin, Ltd. (JACOB & MARTIN) under the conditions stated herein.
JACOB & MARTIN as used herein includes Jacob & Martin, LLC., its employees and officers.
2. JACOB & MARTIN will perform its services consistent with that level of care and skill ordinarily exercised by persons in the same line of work under similar conditions in the same or similar location.
3. This Agreement creates no warranty or guarantee, express or implied, nor does it create a fiduciary responsibility to CLIENT by JACOB & MARTIN.
4. CLIENT acknowledges that conditions may vary from those anticipated onsite and that JACOB & MARTIN's data, interpretations, and recommendations are based solely on the information available to JACOB & MARTIN, and JACOB & MARTIN is not responsible for the interpretation by others of the information developed.
5. Invoices will be submitted for services rendered. Payment is due upon presentation of the invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees and other costs incurred in collecting delinquent amounts.
CLIENT fails to pay an invoice when due, JACOB & MARTIN may, upon five (5) days' notice to CLIENT, suspend all services until paid in full, and may terminate the agreement.
6. CLIENT agrees that any and all limitations of JACOB & MARTIN's liability and indemnifications by the CLIENT to JACOB & MARTIN shall include and extend to those individuals and entities JACOB & MARTIN retains for performance of the services under this Agreement, including but not limited to JACOB & MARTIN's officers, employees and heirs and assigns, as well as JACOB & MARTIN's sub-consultants and their officers, employees, heirs and assigns.
7. Notwithstanding any other provision of the Agreement, CLIENT and JACOB & MARTIN waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence, breach of warranty, breach of contract, strict liability or otherwise.
8. JACOB & MARTIN's reports, maps, field data, drawings, and other work product are part of JACOB & MARTIN's professional services, and do not constitute goods or products. Pertinent records relating to JACOB & MARTIN's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period.
9. In no event shall JACOB & MARTIN be responsible for the means and methods of construction or for the safety procedures employed by CLIENT's contractor. CLIENT shall hold its contractor solely responsible for the quality and completion of the Project, including but not limited to its construction in accordance with the construction documents.
10. CLIENT shall notify JACOB & MARTIN at least forty-eight (48) hours in advance of any necessary construction surveying or materials testing.
11. CLIENT shall bear sole responsibility for notifying all prospective purchasers or other appropriate third parties including, but not limited to, all appropriate municipal, regional, state or federal agencies of the existence of any hazardous or dangerous material located in or around the Project site.

CLIENT shall provide JACOB & MARTIN with all information regarding existing conditions, including the existence of hazardous or dangerous material, and proposed uses of the Project site and shall correctly designate the location of all property lines of the



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford



INTEGRITY
EXCELLENCE
TRUST

Project site and all subsurface installations, such as pipes, tanks, cables, electrical lines, telephone lines and utilities within the Project site. CLIENT shall immediately provide JACOB & MARTIN with any new information, including any change in plans.

12. **CLIENT hereby releases JACOB & MARTIN from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by CLIENT or others.** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site by JACOB & MARTIN, JACOB & MARTIN shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to CLIENT.
13. JACOB & MARTIN will take reasonable precautions to reduce damage to land and other property caused by JACOB & MARTIN's operations. However, CLIENT understands that damage may occur and JACOB & MARTIN's fee does not include the cost of repairing such damage. If CLIENT desires JACOB & MARTIN to repair and/or pay for damages, JACOB & MARTIN will undertake the repairs and add the pre-agreed cost to JACOB & MARTIN's fee.
14. Unless otherwise agreed, CLIENT will furnish unfettered right-of-entry and obtain permits as required for JACOB & MARTIN to perform the fieldwork.
15. JACOB & MARTIN is not responsible for the job site safety of others, nor does JACOB & MARTIN have stop-work authority over work by others. However JACOB & MARTIN will conduct its work in a safe, workman-like manner, and will observe the work site safety requirements of CLIENT that have been communicated to JACOB & MARTIN in writing.
16. JACOB & MARTIN's potential liability to CLIENT and others is grossly disproportionate to JACOB & MARTIN's fee due to the size, scope, and value of the Project. Therefore, unless CLIENT and JACOB & MARTIN otherwise agree in writing in consideration for an increase in JACOB & MARTIN's fee, CLIENT agrees to (1) limit JACOB & MARTIN's liability to the greater of \$2,000.00 or the amount of JACOB & MARTIN's fee, and (2) to the extent allowed by Texas law, indemnify JACOB & MARTIN against all claims, liability, damages, or expenses (except for JACOB & MARTIN's sole negligence or willful misconduct) arising out of or relating to all acts, failures to act, or other conduct of JACOB & MARTIN, including but not limited to, claims, liability, damages, or expenses arising out of or relating to the active negligence or other fault of JACOB & MARTIN. CLIENT, to the extent allowed by Texas law, shall indemnify JACOB & MARTIN even if CLIENT is partially or wholly without fault for such claims, liability, damages, or expenses.
17. All disputes between JACOB & MARTIN and CLIENT, with the exception of non-payment issues, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit were not filed prior to ninety (90) days after service of notice.
18. Except for actions such as for enforcement of mechanic's liens that are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in Parker County, Texas. CLIENT waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction.
19. This Agreement, including JACOB & MARTIN's Addenda and Schedule of Fees, represents the entire Agreement and understanding between the parties, and supersedes any and all agreements, either oral or in writing, including any purchase order, between the parties. Any modification to this Agreement shall be effective only if it is in writing signed by the party to be bound. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
20. These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and JACOB & MARTIN. JACOB & MARTIN will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS.
21. The laws of the State of Texas shall govern interpretation of this Agreement. If any term of this Agreement is deemed unenforceable, the remainder of the the Agreement shall stay in full force and effect. If services of an attorney are required by any party to secure performance under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
22. CLIENT and JACOB & MARTIN may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate JACOB & MARTIN for services performed including reimbursable expenses



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford



INTEGRITY
EXCELLENCE
TRUST

to the termination date, as well as demobilization expenses. CLIENT further agrees that a termination of services by JACOB & MARTIN pursuant to this paragraph shall not constitute a waiver of a claim by JACOB & MARTIN or give rise to liability on the part of JACOB & MARTIN.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448 | TBAE Firm #: BR 2261 | TBPLS Firm #: 10024300 – Abilene | TBPLS Firm #: 10193992 - Weatherford