



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Stormwater Management Program Annual Reporting (Years 1 - 3)
TNP PROJECT NUMBER: JOS 25281
CLIENT: City of Joshua
Attn: Kristin Hubacek
ADDRESS: 101 South Main St.
Joshua, TX 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: Prepare annual Stormwater Management Program (SWMP) annual reports for Years 1 - 3 (2025 - 2027) for compliance with Texas Commission on Environmental Quality.

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. 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. 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 1.10 times actual cost.
- D. 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.) Environmental permitting
 - 2.) Floodplain permitting;

- 3.) BMP implementation (it is assumed that all BMP implementation shall be handled by the City);
- 4.) Meetings with residents or stakeholder groups that are not explicitly included within the scope of basic services.

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services 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.

Other Expenses: 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.

- G. 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.
- H. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-1'.
- I. Total Contract Amount: The total maximum fee for this contract shall not exceed \$14,420, including all expenses, direct costs and labor. A fee breakdown is provided below:

Task	Compensation	Billing Basis
Year 1 (2025) Annual Report	\$10,000	Time and Expense
Year 2 (2026) Annual Report	\$10,000	Time and Expense
Year 4 (2027) Annual Report	\$10,000	Time and Expense
Other Expenses	\$900	3% of Fee
TOTAL	\$30,900	

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 Joshua

By: _____

Name: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By: Mandy Clark

Name: Mandy Clark, PE, CFM, AICP

Title: Director of Water Resources

Date: 4/30/2025

Firm Contact Information:

5237 N. Riverside Drive, Suite 100

Fort Worth, Texas 76137

817-336-5773

Contact: Mandy Clark

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

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 'A'

ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services necessary for the development of the project.

TASK 1 - ANNUAL REPORTING (YEAR 1 (2025) – YEAR 3 (2027))

TNP shall prepare an annual report for Permit Years 1 - 3 to the TCEQ as required by the renewed TCEQ Stormwater General Permit. This report shall document the status of the Best Management Practices (BMPs) proposed in the CITY'S Storm Water Management Program (SWMP) form permit term 2025 – 2029 developed under a prior contract. Permit Years shall begin on January 1 and end on December 31. The deadline for submittal of the annual report is ninety (90) days after the end of the reporting year, or March 30.

The annual report is anticipated to contain the following information:

- Status of compliance with the permit conditions;
- Assessment of the appropriateness of the identified BMPs;
- Progress towards achieving the statutory goal of reducing pollutants to the maximum extent practicable;
- The measurable goals for each minimum control measure and an evaluation of the success of the implementation of the measurable goals;
- Status of any additional control measures implemented, if applicable;
- A summary of results of information collected and analyzed during the reporting period used to assess the success of the program at reducing the discharge of pollutants to the maximum extent practicable;
- A summary of the storm water activities planned for the next permit year;
- Any proposed changes to the program including changes to BMPs or measurable goals;
- Any reliance on other entities to satisfy permit obligations, if applicable.

TNP shall perform the following subtasks to prepare the Annual Report records:

1. Information Gathering

- a. TNP must rely on information provided by CITY to prepare the TCEQ Annual Report. TNP will make every effort to identify all progress made by CITY staff to implement the BMPs and measurable goals proposed in the CITY's SWMP. However, TNP will rely on the reports given by CITY's staff and will not be responsible to verify that such activities actually take place. TNP shall endeavor to provide quarterly email notifications and progress reports regarding the BMPs that are to be (or have been) implemented by CITY.
- b. TNP shall provide information gathering efforts through e-mail correspondence, on-site interviews (up to two), and/or online meetings to develop this report. The CITY staff responsible for the BMPs shall be made available for the information gathering purposes.

2. TNP shall review the Joshua SWMP and compile a list of the BMPs, responsible departments for BMP implementation, and the measurable goals proposed to TCEQ within the SWMP. TNP shall forward this information to CITY's SWMP Manager for scheduling interviews with CITY staff. Staff interviews shall be performed to:
 - a. Assess the progress towards implementation of the BMPs and to obtain CITY's opinion of the success of the BMP towards reducing pollutants to the MS4;
 - b. Collect specific information on activities and steps taken to complete the measurable goals;
 - c. Identify any additional BMPs implemented by CITY within the reporting time period;
 - d. Collect supporting documentation of BMPs completed (i.e. newspaper clippings, schedules, Public Meeting records, etc.);
 - e. Identify any changes that may be needed to BMPs for the next year's program and any new BMPs that CITY requests to be added to the program.

3. **Record Keeping and Annual Report Forms**

Upon completion of Tasks 1 and 2, TNP shall document the information gathered within the Annual Report Forms provided in the SWMP. A record keeping document shall be created that contains the completed Year 1 Annual Report Forms along with copies of the supporting documentation for record keeping purposes. The record keeping document shall be provided to the SWMP manager. The completed Annual Report Forms shall also be submitted within the report to TCEQ.

4. **Draft Annual Report Document**

- a. Once the annual report forms are completed, TNP will compile the remaining information into a draft format for CITY's review. The draft Annual Report will outline CITY's compliance with the Storm Water Management Program and provide the information required by TPDES Section V.B.2.
- b. TNP will meet with CITY staff to discuss and review the draft report and identify any changes to make for the final report.

5. **TCEQ Annual Report Document**

TNP shall compile the changes requested to the draft annual report. A final Annual Report shall be prepared and provided to the CITY for their records.

TCEQ intends to implement online reporting. TNP will work with CITY staff to ensure the report is submitted properly in the online system.

ATTACHMENT 'B'

STANDARD RATE SCHEDULE

*Effective January 1, 2024 **

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00

Surveying	Hourly Billing Rate
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00

Project Name: Stormwater Management Program Annual Reporting (Years 1 - 3)

Client: City of Joshua

TNP Project #: JOS 25281

Date: 4/30/2025

Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Hourly Billing Rate

Utility Management, Utility Coordination, and SUE

Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1-Person Designator Crew w/Equipment***	\$165.00
2-Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	\$335.00
Core Drill (equipment only – per day)	\$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)***	\$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	\$2,900.00

Hourly Billing Rate

Construction Management, Construction Engineering and Inspection (CEI)

Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

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 for 2024 and are subject to change in subsequent years.

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

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

ATTACHMENT 'B-1' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

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

Kristin Hubacek
City of Joshua
101 South Main St.
Joshua, TX 76058

Invoice number
Date

Stormwater Management Program Annual Reporting (Years 1 - 3) JOS 25XXX

Professional services rendered for the month ending June 30,2023

Email invoice to:

Task Description

		Hours	Rate	Billed Amount
Director	ARL	4.25	\$290.00	\$1,232.50
Senior Designer	CSS	9.00	\$185.00	\$1,665.00
Phase subtotal				\$2,897.50

Invoice total

\$2,897.50

SUMMARY:

Total Billed	\$30,666.74
Amount Previously Billed	\$27,769.24
Amount Currently Billed	<u>\$2,897.50</u>

ATTACHMENT 'C' PROJECT SCHEDULE

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

YEAR 1 (2025) ANNUAL REPORT	On or Before
Meetings with City	January 15, 2026
Draft Report	February 15, 2026
Final Report	March 15, 2026
YEAR 2 (2026) ANNUAL REPORT	
Meetings with City	January 15, 2027
Draft Report	February 15, 2027
Final Report	March 15, 2027
YEAR 3 (2027) ANNUAL REPORT	
Meetings with City	January 15, 2028
Draft Report	February 15, 2028
Final Report	March 15, 2028