

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION

**STANDARD PROFESSIONAL SERVICES AGREEMENT FOR
OWNER’S REPRESENTATIVE SERVICES FOR PROJECT NEXUS**

THE STATE OF TEXAS §
 §
TRAVIS COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the Pflugerville Community Development Corporation, a Texas non-profit community development corporation (the “PCDC”) and Jones Lang LaSalle Americas, Inc. (“JLL” or “Professional”).

Section 1. Duration and Authorization.

1.01. *Funding Appropriation.* If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, the PCDC retains the right to terminate this Agreement at the expiration of each of PCDC’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

1.02. This Agreement shall only become effective upon execution of the Agreement and approval of both the Agreement and its related expenditures by an authorized action of the PCDC or the City of Pflugerville City Council as outlined herein (“Effective Date”). For purposes of this Agreement, the following actions to authorize the Agreement are necessary: (i) The Executive Director of the PCDC must approve a services agreement and related expenditures up to Thirty Thousand Dollars (\$30,000.00); (ii) the Board of Directors of the PCDC must authorize any services agreement and related expenditures valued between \$30,000.00 and \$50,000.00; and (iii) the City of Pflugerville City Council must approve any professional services agreement and related expenditures of \$50,000.00 or more in addition to approval by the PCDC Board of Directors. Once authorized, this Agreement shall remain in effect until satisfactory completion of the Scope of Services or Work unless terminated as provided for in this Agreement.

Section 2. Scope of Services or Work.

2.01 Professional shall perform the services and activities described in the Scope of Services or Scope of Work attached hereto as *Exhibit “A”* and incorporated herein for all purposes (collectively, the “Services”). The Services are part of and in furtherance of the overall project described in Exhibit “A” (the “Project”). Unless otherwise provided in *Exhibit “A”*, all deliverables required under the Scope of Services shall be submitted to the PCDC immediately upon completion.

2.02. The Professional shall perform the Services in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

2.03. The Professional shall supply qualified personnel as may be necessary to complete the Services to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Professional approved by the PCDC . Professional, its employees or its subcontractors shall perform all necessary Services and Work in compliance with this Agreement and shall perform the Services and Work with the level of care and skill ordinarily exercised by members of the same profession practicing under similar conditions in the State of Texas. To the extent Professional is providing architectural or engineering services as part of the Services, it agrees to perform Services to the PCDC under the standard of care provided for in Texas Local Government Code § 271.904.

2.04. *Executive Director Approval.* All work performed by Professional shall be of a quality and completeness satisfactory to the Executive Director of the Pflugerville Community Development Corporation (the “Executive Director”). The determination of the Executive Director shall be final, binding, and conclusive, and the PCDC shall not be obligated to pay for any work that is not satisfactory to the Executive Director.

2.05. The Professional may rely upon the accuracy of reports and surveys provided to it by the PCDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

3.01 *Compensation.* In consideration of Professional's performance in a satisfactory and efficient manner, as determined solely by Executive Director, of all services and activities set forth in this Agreement, PCDC agrees to pay Professional an amount not to exceed **Three Hundred Ninety-Seven Thousand Three Hundred Fifty Dollars and No/100 (\$397,350.00)** as total compensation, to be paid to Professional as further detailed in Exhibit “B” which is attached hereto and incorporated herein by reference.

3.02 No additional fees or expenses of Professional shall be charged by Professional nor be payable by PCDC. The parties hereby agree that all compensable expenses of Professional have been provided for in the total payment to Professional as specified in section 3.01 above. Total payments to Professional cannot exceed that amount set forth in section 3.01 above, without prior approval and agreement of all parties, evidenced in writing and approved by the PCDC.

3.03 *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule as provided for in Exhibit “B” to PCDC, 3801 Helios Way, Ste. 130 Pflugerville, Texas 78660. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the PCDC’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

3.04 *Reimbursable Expenses:* All reimbursable expenses related to the Project must be approved in writing and in advance by PCDC and shall be accounted for in Exhibit “B”.

3.05 Final acceptance of Services and any deliverables under this Agreement require written approval by PCDC . The approval official shall be the Executive Director. Payment will be made to Professional following written approval of the final work products and services by the Executive Director. PCDC shall not be obligated or liable under this Agreement to any party, other than Professional, for the payment of any monies or the provision of any goods or services.

Section 4. Changes to the Project Work; Additional Work.

4.01 *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the PCDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the PCDC and such services will be considered as additional work and paid for as specified under the following paragraph.

4.02 *Additional Work:* The PCDC retains the right to make changes to the Scope of Services or Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Services or Work and does not otherwise constitute special Services under this Agreement must be approved in writing by the PCDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Services governing the Project and therefore constitutes additional services or work, the Professional shall promptly notify the PCDC of that opinion, in writing. If the PCDC agrees that such work does constitute additional services or work, then the PCDC and the Professional shall execute a supplemental agreement for the additional services and the PCDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Services. If the changes deduct from the extent of the Scope of Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional Services shall be at risk of the Professional.

Section 5. Time of Completion.

5.01 The prompt completion of the services under the Scope of Work is critical to the PCDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the PCDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

6.01 Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit “C” throughout the term of this Agreement and thereafter as required herein.

6.02 In addition to the insurance provided for in Exhibit “C”, Professional shall maintain the following limits and types of insurance:

6.02.1 Workers Compensation Insurance: In compliance with Texas Labor Code 406.096 as amended, if this Agreement calls for any building or construction services, as defined by the statute, the Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional’s employees carrying out the work involved in this contract.

6.02.2 General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

6.02.3 Professional Liability: If Professional is required to be certified, licensed or registered by a regulatory entity, then the Professional shall carry and maintain during the term of this Agreement a professional errors and omissions policy a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence with an aggregate of \$2,000,000.

6.02.4 Automobile Liability Insurance: If Professional provides any form of transportation for PCDC under this Agreement for goods or services, then Professional shall carry and maintain during the term of this Agreement, business automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily

injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

If no transportation services of any type are provided by Professional, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: \$100,000/\$300,000/\$100,000 may be provided in lieu of Business Automobile Liability Insurance.

6.02.5. Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

6.02.6. Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated “B+” or better by the A.M. Best Companies. All policies shall be written on a “per occurrence basis” and not a “claims made” form.

Evidence of such insurance shall be attached as Exhibit “D”.

Section 7. Miscellaneous Provisions.

7.01 *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the PCDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Services or Scope of Work as described in Exhibit A. Approval or acquiescence of the PCDC in the subletting of any work shall not relieve the Professional of any responsibility or liability for the acts, omissions, or performance of such subcontractor or for completion of the Services in accordance with this Agreement. At this time the following subcontractors are approved to perform portions of the Services for the Project: _____.

Any portion of the Services approved for subcontracting under this Agreement shall be performed only pursuant to a written subcontract between the Professional and each approved subcontractor. Unless the PCDC expressly grants a written waiver, every such subcontract shall incorporate and be expressly made subject to all applicable terms and conditions of this Agreement. The Professional shall be fully responsible to the PCDC for the acts, omissions, and performance of its subcontractors and for ensuring their compliance with this Agreement.

Nothing in this Agreement shall create any contractual relationship between the PCDC and any subcontractor, or impose any obligation on the PCDC to any third party for the payment of money or the performance of services. Any reference in this Agreement to an assignee, transferee, or subcontractor shall mean only those entities that have been approved in writing by the PCDC.

7.02. *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the PCDC shall be delivered to and become the property of the PCDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the PCDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE PCDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE PCDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the PCDC but shall grant to the PCDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the PCDC under or pursuant to this Agreement.

7.03 *Records Retention.* Professional and its subcontractors shall properly maintain all documents, papers, and records pertaining to the services rendered hereunder for a period of four (4) years from the date of termination or expiration of this Agreement. The PCDC shall have access to such records at reasonable times for audit, inspection, examination, and copying. If litigation, claim, or audit concerning such records is initiated before the end of the retention period, the records shall be retained until all such matters are resolved.

7.04 *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the PCDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the PCDC and Professional. The PCDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

7.05 *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any

courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the PCDC with satisfactory proof of compliance.

7.06 Independent Contractor. Professional acknowledges that Professional is an independent contractor of the PCDC and is not an employee, agent, official or representative of the PCDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the PCDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

7.07 Non-Collusion. Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the PCDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the PCDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the PCDC and, at the sole option of the PCDC, the PCDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

7.08 Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

7.09 In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services or Scope of Work, this Agreement shall govern.

The Scope of Services and other exhibits to this Agreement are intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

7.10 *Conflict of Interest and Ethics Compliance.* Professional warrants that neither it, its officers, employees, nor agents are officers or employees of the City of Pflugerville or the PCDC, and agrees to comply with applicable state law, the City and PCDC ethics codes, and all conflict-of-interest requirements.

7.11 *Certificate of Interested Parties* (TEC Form 1295). For any agreement or amendment requiring approval by the PCDC Board or City Council, Professional shall provide a completed Texas Ethics Commission Form 1295 prior to execution, in accordance with Texas Government Code §2252.908.

7.12 *State Certifications.* Professional verifies that it (i) does not boycott Israel and will not boycott Israel during the term of this Agreement; (ii) does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and (iii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement, as required by Texas Government Code Chapters 2271 and 2274. Professional further certifies it is not identified pursuant to Texas Government Code §2252.152 as a company engaged in business with Iran, Sudan, or a Foreign Terrorist Organization.

7.13 *Franchise Tax, Eligibility, and Child Support.* Professional certifies that it is not delinquent in the payment of Texas Franchise Taxes under Tax Code Chapter 171; that it is eligible to receive payments under this Agreement; and that it is not delinquent in child support obligations under Texas Family Code Chapter 231.

7.14 *Notices.* Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

7.15 *No Assignment.* Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. The Professional shall not sell, assign, pledge, transfer, convey, delegate, or subcontract any interest in this Agreement or any portion of the Services without the prior written consent of the PCDC, as evidenced by formal action of the PCDC's governing body. Any attempted transfer or

assignment without such consent shall be void and of no effect. Approval of any assignment or subcontract shall not relieve the Professional of its obligations under this Agreement, and the Professional shall remain fully responsible for the performance of the Services and for any acts or omissions of its assignees, transferees, or subcontractors. The PCDC may, at its sole option, terminate this Agreement for violation of this provision, in addition to any other remedies available at law or in equity.

7.16 *Severability.* If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

7.17 *Waiver.* Either PCDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Nonwaiver of Performance; Amendments. No failure by either Party to insist on strict performance of any provision shall operate as a waiver. No amendment or modification is binding unless in writing and approved by the PCDC through its authorized action.

7.18 *Governing Law; Venue.* This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict-of-law principles. The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts of competent jurisdiction located in Travis County, Texas, and each party hereby irrevocably submits to the jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens. The parties expressly waive any right to remove such action to federal court.

7.19 *Paragraph Headings; Construction.* The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

7.20 *Binding Effect.* Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

7.21 *Gender.* Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

7.22 *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

7.23 *Exhibits.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.24 *Entire Agreement.* It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

7.25 *Relationship of Parties.* Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

7.26 *Public Information.* The Professional acknowledges that the PCDC is subject to the Texas Public Information Act (“Act”)(Texas Government Code Chapter 552). Any information held by the PCDC that is subject to disclosure under the Act may be released notwithstanding any confidentiality provisions contained herein. The Professional shall clearly mark any information considered confidential or proprietary, and the Corporation will use reasonable efforts to notify the Professional of any request involving such material.

Section 8. Termination.

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and PCDC;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Services or Work issued under this Agreement;

- (3) By the PCDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the Services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the PCDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the PCDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the PCDC, the cost to the PCDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the PCDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

(C) Transfer of Records Upon Termination.

If this Agreement is terminated for any reason, the Professional shall promptly and in an orderly manner transfer to the PCDC, or to such person(s) or firm(s) as the PCDC may designate, all documents, data, drawings, reports, records, and other materials, whether completed or partially completed and regardless of storage medium, produced in connection with the Services or provided to the Professional under this Agreement. Such transfer shall be made at no additional cost to the PCDC and within thirty (30) calendar days after the PCDC's written request. The Professional shall bear all costs associated with compiling, reproducing, and delivering such materials. Payment of any compensation due or to become due to the Professional is expressly conditioned upon the Professional's full compliance with this provision. Materials not requested for transfer shall be retained by the Professional in accordance with Article 7.03 (Records Retention).

(D) Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Professional shall submit to PCDC its claims, in detail, for the monies owed by PCDC for services performed under this Agreement through the effective date of termination. Failure by Professional to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of PCDC and constitute a Waiver by Professional of any and all right or claims to collect monies that Professional may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

(E) *Termination not sole remedy.* In no event shall PCDC's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of PCDC's remedies,

nor shall such termination limit, in any way, at law or at equity, PCDC's right to seek damages from or otherwise pursue Professional for any default hereunder or other action.

Section 9. INDEMNIFICATION. PROFESSIONAL SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION AND THE CITY OF PFLUGERVILLE AND ITS OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES") AND EACH OF THEM FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSS, COSTS, LIENS, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH (I) THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES CONTEMPLATED BY THIS AGREEMENT BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENT, OR A FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER COMMITTED BY PROFESSIONAL OR PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL (WHETHER ACTIVE OR PASSIVE) OF PROFESSIONAL OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS "PROFESSIONAL"), (II) THE FAILURE OF PROFESSIONAL TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN OR THE FAILURE OF PROFESSIONAL TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE OR LOCAL, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. PROFESSIONAL EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY ONE OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF PROFESSIONAL, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH PROFESSIONAL'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS COMPENSATION OR SIMILAR LAWS. NOTHING HEREIN SHALL REQUIRE PROFESSIONAL TO INDEMNIFY, DEFEND, OR HOLD HARMLESS ANY INDEMNITEE FOR THE INDEMNITEE'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF PROFESSIONAL IN

PERFORMING SERVICES UNDER THIS AGREEMENT.

FOR PROFESSIONAL LIABILITY CLAIMS, PROFESSIONAL SHALL BE LIABLE FOR REASONABLE DEFENSE COSTS INCURRED BY INDEMNITEES BUT ONLY AFTER FINAL ADJUDICATION AND TO THE EXTENT AND PERCENT THAT PROFESSIONAL OR PROFESSIONAL'S AGENTS ARE FOUND NEGLIGENT OR OTHERWISE AT FAULT. AS USED IN THIS AGREEMENT, FINAL ADJUDICATION INCLUDES ANY NEGOTIATED SETTLEMENT AND RELEASE OF CLAIMS, WITHOUT LIMITATION AS TO WHEN A NEGOTIATED SETTLEMENT AND RELEASE OF CLAIMS OCCURS.

Section 10. Consequential Damages.

Except to the extent of the obligations in Section 9 (Indemnification), neither party shall be liable to the other for consequential damages, including lost profits or loss of business opportunities, arising solely from a breach of this Agreement. Nothing in this Section shall be construed to limit or exclude recovery of actual, direct damages incurred by PCDC, including damages arising from Professional's breach of this Agreement, negligence, errors or omissions, or failure to comply with applicable law. Any insurance required to be maintained by Professional under this Agreement is in addition to, and not in limitation of, Professional's liability to PCDC, and no limitation of liability shall be construed to restrict PCDC's recovery of available insurance proceeds.

[signature page follows]

AGREED AND EXECUTED on this the _____ day of _____, 2026.

PCDC:

**JONES LANG LASALLE
AMERICAS, INC
PROFESSIONAL:**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ADDRESS FOR NOTICE:

PCDC:

PROFESSIONAL:

Pflugerville Community Development Corp
Attention Executive Director
3801 Helios Way, Suite 130
Pflugerville, Texas 78660

Jones Lang LaSalle Americas, Inc
Steve Garven
Senior Regional Director
Steve.garven@jll.com

With a copy to:

PCDC Attorney
Attn: Josh Brockman-Weber
Messer Fort, PLLC
4201 W. Parmer Lane, Ste. C-150
Austin, Texas 78727

Exhibit "A"
SCOPE OF WORK AND SERVICES

EXHIBIT "A"

SCOPE OF SERVICES PROJECT NEXUS

Pflugerville Community Development Corporation (PCDC) Owner's Representative Services

BASIC SERVICES: Jones Lang Lasalle (JLL) shall render the professional services described in this contract attachment.

PROJECT UNDERSTANDING

As described herein, the Pflugerville Community Development Corporation (PCDC) (Owner) has engaged Jones Lang Lasalle (JLL) (Consultant/Owner's Representative) to manage the development of the 53-acre tract, now referred to as Project Nexus, in Pflugerville, Texas. The project intends to create a unique, regional mixed-use destination that enhances quality of life and maximizes sales tax collections for the community (the "Project").

This Project generally includes providing comprehensive Owner's Representative Services, encompassing land development, Public-Private Partnership (P3) strategy, infrastructure, economic development, and construction management. The scope covers key development components, including Retail and Restaurants, Suburban Office space, Higher Education facilities, a Hotel/Convention Center, and significant public amenities (e.g., an Amenity Pond and a Pedestrian connection to the Lake Pflugerville Trail).

Execution of the Project contract by all parties shall constitute Consultant's Notice to Proceed, along with a Project Kickoff meeting.

Tasks prepared as part of the Project effort, including those within Phase 1 (Project Goals, Management, and Strategic Alignment), , and Phase 2 (Developer Solicitation and Selection), may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequential execution of phases will be authorized **only** under specific conditions, such as: 1) **Early completion** of a prior phase dependency; 2) **Time-sensitive requirements** identified during the Due Diligence phase (e.g., permits expiring); or 3) **Specific written approval** by the PCDC Executive Director.

Any deviation from the general sequential order must be proposed in writing by JLL and **approved by the PCDC Executive Director** via a formal 'Scope Deviation Request' log, which must detail the justification and impact on the overall timeline."

Following the Project Kickoff meeting, JLL shall submit the **Phase 1 Project Management Plan**, the **Draft Project Goals Report**, and a Gantt-like schedule with descriptions of **anticipated** start/end relationships, aligned with the phases, within the first 30 days, even if preliminary. The

EXHIBIT “A”

completion of the **finalized Project Goals and Strategic Alignment document** serves as the milestone for proceeding with the detailed Due Diligence tasks in Phase 2.

PHASE 1: Project Goals, Management, and Strategic Alignment

This phase focuses on formalizing the project's foundational strategy and defining success criteria through comprehensive internal and external engagement.

Task 1.1: Project Management, Quality Control & Strategic Alignment

Perform general project management and control project quality, progress, and budget for the contract period of performance, including monthly reporting and invoicing, monthly status meetings with PCDC staff, and other administrative efforts.

Deliverables:

- i. Project Schedule, updated as needed
- ii. Monthly Reports and Invoices
- iii. Prepare a written Project Charter and Governance Plan defining project objectives, key performance indicators, decision-making authority, reporting structure, and communication protocols among PCDC, City staff, and consultant team. Include a Decision Matrix identifying approval pathways for major project milestones.
- iv. Create and maintain a Master Project Schedule (Gantt-style) tracking all Phase 1 tasks and subsequent phases, updated monthly with variance analysis versus baseline dates. Provide a Monthly Dashboard summarizing budget status, progress percent complete, and risk register updates.

Task 1.2: Engagement and Project Meetings

The consultant will prepare an engagement plan for approval by the PCDC, consistent with the following:

A. Project Kick-Off Meeting: Integrated Team Alignment

The PCDC will host a mandatory Project Kick-Off Meeting to formally initiate the Project Nexus engagement. This meeting may be conducted as a virtual meeting or a conference call, as deemed advantageous by the PCDC Director.

The purpose of this meeting is to ensure the complete integration and alignment of all parties involved in the Project's success.

EXHIBIT “A”

Meeting Participants

The Consultant (JLL) shall ensure their key Consultant Project Team members are in attendance. PCDC will ensure the participation of essential PCDC Staff and primary City of Pflugerville Team Members:

Team	Role / Team Members
Consultant (JLL)	Project Principal, Project Manager, Planning Manager, Infrastructure Lead
PCDC	PCDC Director, PCDC Staff
City of Pflugerville	Planning Team Representative, Engineering Team Representative, Utilities Team Representative

B. External Follow-up Kick-off Meeting

Attend one (1) required follow-up On-Site Planning Session with the PCDC Director/Designee. This meeting will be conducted in person to: (1) finalize the communication protocol established in the initiation call; (2) conduct a preliminary site assessment and orientation; and (3) review and approve the draft Phase 1 Work Plan and Deliverable Schedule.

C. Project Coordination, Status, and Risk Mitigation Meetings

The Consultant (JLL) shall facilitate and lead a series of regular, integrated Project Coordination meetings to ensure continuous communication, strategic alignment, and proactive risk mitigation across the JLL Team, the PCDC Staff, and key City of Pflugerville Team Members.

Objectives:

These dedicated sessions serve as the primary forum for:

1. **Status Reporting:** Presenting the current status and detailed updates on the Project scope, schedule, and utilization of resources.
2. **Timeline Review:** Jointly reviewing the overall Project timeline, identifying critical path activities, and discussing necessary adjustments to maintain momentum.
3. **Proactive Problem Solving:** Providing a dedicated, accessible space for all team members (PCDC, City Staff, and JLL) to raise, discuss, and collaboratively resolve any issues, questions, concerns, or potential opportunities related to the development and entitlements of Project Nexus.

Meeting Frequency and Structure:

A minimum of five (5) in-person or virtual Project Coordination Meetings will be held throughout the Project duration, scheduled at critical intervals (e.g., quarterly, or upon the completion of a major phase deliverable) to be determined jointly by the JLL Project Manager and the PCDC Director.

EXHIBIT “A”

Focus Areas to be Addressed:

- Communication protocol adherence.
- Data needs and transfer status.
- Key stakeholder engagement updates.
- Review of open action items and assignments.

D. Client Check-In Meetings

The Consultant will meet with the PCDC Director or their designee at least monthly throughout the Project to discuss task progress, budget tracking, key action items and responsibilities, and the overall Project schedule. The PCDC Director or designee retains the right to request additional meetings or calls, as required by the Project's complexity or schedule demands. These meetings will primarily take place through standing conference calls (up to 10 virtual meetings). The Project's progress and status will be provided through monthly updates that summarize progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions that may require input from or discussion with the PCDC Board or City Council.

E. City Council/PCDC Board of Directors Joint Workshop/Meetings and Planning and Zoning Meeting with presentations

1. Five (5) in-person meetings with the PCDC and City Staff related to the Planning and Development Service process
2. Two (2) in-person meetings with the Planning and Zoning Commission
3. Four (4) in-person updates with the City Council/PCDC Board of Directors during the Project
4. Two (2) in-person workshops are planned with the City Council/PCDC Board of Directors to gain perspectives from policymakers regarding site use and vision criteria.
5. Two (2) in-person meetings with the City Council for the required public hearing and adoption

Deliverables: The Consultant may make up to ten (15) trips as part of the total Project effort.

- i. **Tasks A, C, D:** Virtual setting with summary of engagement activity
- ii. **Task B:** In-person setting with summary of engagement activity
- iii. Develop a formal Engagement and Communications Plan identifying meeting frequency, responsible parties, documentation standards, and reporting requirements (including monthly status reports to the PCDC Board and City Council). The plan shall be approved by PCDC before the first public workshop.

EXHIBIT “A”

Task 1.3: Project Goal Definition and Visioning

Facilitate the process of defining measurable goals, success criteria, and priority features for the development.

Deliverables	Specific Detail
Visioning Session	Review and confirm visioning established for the project in January 2025
Program Components Definition	Document and define the "must-have" components and flexible elements. Develop an initial needs assessment and outline high-level program components based on the Vision for the project including, Retail/Restaurants, Suburban Office, Higher education facilities, Hotel/Convention Center, Amenity Pond, Parking, and the Lake Pflugerville Trail Connection , based on market needs.
Vision and Development Strategy Report	Report summarizing (1) key stakeholder priorities, (2) guiding principles for site planning and design, (3) sustainability goals, and (4) preliminary success metrics for PCDC adoption. This report shall serve as the baseline for subsequent phases and shall include recommendations for public investment and quality-of-life features.

Task 1.4: Market Analysis and Site Feasibility

Conduct a regional market analysis to validate proposed land uses and inform the financial model.

Deliverables	Specific Detail
Comprehensive Market and Feasibility Report	Consultant shall prepare a written report summarizing and analyzing regional economic drivers, comparable mixed-use developments, demographic trends, and supply-and-demand data for retail, office, hospitality, and higher-education uses. The report shall evaluate the

EXHIBIT “A”

	viability and absorption potential and timeline of the proposed land uses, and include sensitivity analyses for infrastructure and timing scenarios, together with a summary of physical site constraints supported by GIS or exhibit mapping.
Target Demographics & Risk Assessment	Identify optimal target demographics and market factors influencing development costs. Conduct a full site feasibility assessment including a formal risk assessment detailing potential mitigation methods (e.g., utility constraints, environmental issues).
Verification of Public Improvement Requirements	Consultant shall coordinate with City Engineering and Planning departments to verify assumptions regarding roadway, utility, drainage, and permitting conditions, and identify any off-site improvements necessary to support project build-out.

Task 1.5: Financial Modeling and Cost Estimation

Develop a defensible financial model to determine the project's required public investment and potential benefit to the City.

Deliverables	Specific Detail
Tax Benefit Projection & Public Investment	Project anticipated direct/indirect tax revenues. Recommend a public investment level and potential subsidy (if any) that is financially justified by the project's overall tax and economic benefit to the PCDC and the City.
Infrastructure & Financing Proposals	Estimate the public investment needed for required infrastructure (wastewater, roadway extensions, etc.). Propose detailed financing structures, economic development incentives (e.g., tax abatement , TIRZ), and Public-Private Partnership (P3) negotiation strategies.
Incentive Strategy Memorandum	Summarize applicable state and local tools—

EXHIBIT “A”

	Chapter 380/381 Agreements, TIRZ, PID, Chapter 505 EDC grants/loans, tax abatements, fee waivers—and provide recommendations for structuring and sequencing these incentives consistent with statutory compliance and PCDC policy.
Financial Model	Identify potential funding sources, public-private cost-sharing mechanisms, and preliminary cash-flow schedules for infrastructure and amenity construction. Consultant shall deliver editable electronic versions of the model and supporting spreadsheets.

Task 1.6: Community and Stakeholder Engagement

Manage and lead all community and stakeholder communications to gather input and achieve consensus.

Deliverables	Specific Detail
Stakeholder Mapping & Plan	Develop a comprehensive list of internal and external stakeholders and partners. Create a tailored community engagement plan detailing the approach for in-person workshops, online surveys, and website communication.
Engagement Events & Presentations	Facilitate a minimum of three (3) public engagement events (e.g., in-person workshops, public forums) and at least six (6) in-person presentations or work sessions with the PCDC board/staff, City Council/staff, and other relevant city boards.
Feedback Monitoring & Consensus	Record, monitor, and formally report all community and stakeholder feedback. Advise the PCDC on strategies to achieve consensus, ensuring the final program reflects a holistic vision.
Comprehensive Community Engagement Summary Report	Consultant shall deliver the report documenting dates, attendance, key themes, feedback trends, and how input was incorporated into project

EXHIBIT “A”

	recommendations. Include a RACI (responsible/accountable/consulted/informed) chart for public communication roles.
Formatted Community Engagement Materials	All engagement materials including presentations, meeting summaries, survey data shall be formatted for public release under the Texas Public Information Act and submitted electronically to PCDC for archival within ten (10) business days of each event.

Task 1.7 – Technology Integration and Data Management

Consultant shall utilize proprietary JLL technology tools (Falcon, InSite, Ingenious.Build, and Blackbird) to support data-driven decision making, virtual site visualization, budget tracking, and document management. Consultant shall provide PCDC staff secure viewer access to dashboards and periodic data exports. All digital records shall be transferred to PCDC at project close-out for archival.

Deliverable: Secure viewer access to dashboards and periodic data exports by PCDC staff.

Task 1.8: Concept Refinement, Phasing, and Delivery Strategy

Use data-driven insights to refine the initial concept plan and define the long-term delivery strategy.

Deliverables	Specific Detail
Conceptual Test Alternatives & Phasing	Develop and evaluate 2-3 refined conceptual "test alternatives" or layouts for the site, including schematic engineering to refine phasing (infrastructure and land uses). Clearly define which features must come first and which should be aligned with anticipated City infrastructure completion timelines. Each conceptual alternative shall include: (1) schematic land-use diagrams showing block structure, access, open space, and utility corridors; (2) preliminary cost estimates; and (3) pro forma summaries illustrating potential absorption and fiscal performance. The consultant shall identify regulatory requirements or zoning amendments necessary to implement each alternative

EXHIBIT “A”

Delivery Model Recommendation	Provide formal recommendations on preferred development delivery models, including analysis of options such as: single master developer vs. component developers; land sale vs. long-term ground leases; and PCDC vs. Developer-funded infrastructure models.
Phasing and Implementation Plan	Outline sequencing of infrastructure and private development by phase, with milestone schedules tied to City capital projects such as roadway improvements. Include triggers for next-phase initiation based on market absorption or infrastructure completion.
Combined Project Development Vision Document	Deliver a Combined Project Development Vision document integrating the community vision, conceptual plans, financial analysis, and delivery strategy into one presentation-ready report for the PCDC Board and City Council.

Task 1.9 - Procurement Strategy and Implementation Plan

Consultant shall develop a Procurement Strategy and Implementation Plan aligned with the approved Vision and Development Strategy to guide the Phase 2 solicitation of developers and/or specialty consultants. The Plan shall identify recommended procurement phases, document types (RFQ/RFP templates), evaluation processes, anticipated timelines, and roles of PCDC and City staff during solicitation and award. Include a brief analysis of public-private partnership delivery models suitable for the Project (e.g., land sale, long-term ground lease, joint development).

Deliverable: Procurement Strategy and Implementation Plan approved by PCDC prior to commencement of Task 2.4.

Phase 2: Developer Solicitation and Selection

This phase transitions the project from planning to execution and developer solicitation, focusing on design review, entitlement, and managing the construction of the PCDC-owned components and additional scope of work will be established upon the completion of tasks outlined above.

JLL Project Team Qualifications

The JLL team will leverage a deep bench of multidisciplinary professionals and proprietary technology to ensure flawless execution:

- **Project Manager:** Sean Blonquist (Vice President) – Primary point of contact, focusing on project execution and oversight.

EXHIBIT “A”

- **Project Principal:** James Birkey (Senior Vice President) – Provides strategic real estate and P3 transaction advisory, leveraging \$2 billion in development experience.
- **Master Planning Lead:** Sylvia Kline (Senior Vice President) – Specializes in master planning, land-use strategy, and community engagement for large-scale urban infill sites.
- **Economic Incentives Lead:** Jubal Smith (Managing Director) – Expert in state and local economic development and negotiating incentive packages.
- **Technology & Tools:** Utilization of JLL Falcon (AI capabilities), Ingenious. Build (project management), JLL InSite (workplace planning), and JLL Blackbird (virtual market touring).

Exhibit “B”
COMPENSATION



JLL Pricing

Owner's Representative Services

Project Nexus | Pflugerville, TX

Prepared for



December 1, 2025

Fee Summary

In alignment with the Draft Project Nexus Scope of Services Attachment A (11.11.25) document, the JLL fee proposal is below for Phases 1 and 2. JLL will invoice upon furnishing corresponding deliverables for each task below.

This amount covers all proposed scope ahead of developer solicitation (Task 2.4). As the delivery strategy evolves, we will collaborate with the PCDC to determine the appropriate fees for Owners Representation services from developer solicitation through project closeout.

PHASE 1		
1.1	Project Mgmt, QA/QC, Strategy	<i>Included</i>
1.2	Engagement & Project Meetings	\$58,100
1.3	Goals & Visioning	\$28,000
1.4	Community & Stakeholder Engagement	\$72,300
1.5	Procurement Strategy	\$38,600
1.6	Technology & Data Management	\$16,250
TOTAL PHASE 1		\$213,250
PHASE 2		
-	Project Mgmt, QA/QC, Strategy	<i>Included</i>
2.1	Market Analysis / Site Feasibility	\$28,550
2.2	Financial Modeling	\$65,300
2.3	Concept Refinement & Delivery Strategy	\$64,250
TOTAL PHASE 2		\$158,100
TOTAL FEE: Phase 1 + 2		\$371,350
<i>QUALIFIED REIMBURSABLES: Ph 1 + Ph 2 (Not-to-exceed amount)</i>		<i>\$26,000</i>
TOTAL TASK ORDER AMOUNT (Fee + Qualified Reimbursables)		\$397,350

JLL anticipates an average of \$2,150/month in project-related reimbursable costs of the above scope of work. Reimbursable expenses will be billed at cost with no markup; in addition, JLL will not exceed \$26,000 total in reimbursables during the above scope of work without the advance written consent of PCDC.

Steve Garven

Senior Regional Director

Public Institutions & Higher Education

+1 512 791 1212

steve.garven@jll.com

Sylvia Kline

Senior Vice President

Project and Development Services

+1 267 600 5796

sylvia.kline@jll.com

Disclaimer

Jones Lang LaSalle Americas, Inc. is the entity submitting this response. It is an indirect subsidiary of Jones Lang LaSalle Incorporated. Use of the terms "Jones Lang LaSalle," "JLL," and first person pronouns may refer to either entity or both.

Jones Lang LaSalle

© 2025 Jones Lang LaSalle IP, Inc. All rights reserved. The information contained in this document is proprietary to Jones Lang LaSalle and shall be used solely for the purposes of evaluating this proposal. All such documentation and information remains the property of Jones Lang LaSalle and shall be kept confidential. Reproduction of any part of this document is authorized only to the extent necessary for its evaluation. It is not to be shown to any third party without the prior written authorization of Jones Lang LaSalle. All information contained herein is from sources deemed reliable; however, no representation or warranty is made as to the accuracy thereof.



Exhibit “C”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the PCDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The Pflugerville Community Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The Pflugerville Community Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of Pflugerville Community Development Corporation shall be contained in all liability policies and any Workers Compensation policy required for building or construction services, and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that Pflugerville Community Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name Pflugerville Community Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify Pflugerville Community Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by Pflugerville Community Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.

11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professional's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish Pflugerville Community Development Corporation with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the Pflugerville Community Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the Pflugerville Community Development Corporation, all required endorsements identified in this Agreement and in Exhibit "C" above shall be sent to the Pflugerville Community Development Corporation. The certificate of insurance and endorsements shall be sent to:

Pflugerville Community Development Corporation
Attn: Jerry Jones
3801 Helios Way, Suite 130
Pflugerville, Texas 78660

Exhibit “D”
EVIDENCE OF INSURANCE