



DCS Engineering, LLC  
1101 S. Capital of Texas Highway  
Building G-100  
Austin, Texas 78746  
Tel: (512) 614-6171  
T.B.P.E. Firm No. F-13162  
www.DCS-Engineering.com

July 6, 2021

Ms. Amy Madison  
Pflugerville Community Development Corporation  
3801 Helios Way, Ste. 130  
Pflugerville, TX 78660

Reference: Pflugerville Community Development Corporation  
Impact Way Extension Phase III-B Project  
DCS Project No.: 20101464

Dear Ms. Madison:

Per your request, we have prepared this letter proposal to provide professional engineering services for Pflugerville Community Development Corporation (PCDC) to perform services associated with the design of Impact Way Extension Phase III-B, which will extend the road to the Southern property line of the SH-130 Commerce Center. The right of way has been platted under separate contract; therefore no Final Plat will be necessary for this part of the project. Bidding and Construction Management services have been specifically excluded from this proposal. Should this project go to construction, a future proposal will be provided for bidding, construction administration, and construction management services. Per our conversations, Phase III-B will be bid as one project with Phase III-A. This has been taken into account where applicable in this proposal.

The Consultant will provide civil engineering services for preparation and processing of a Preliminary Plan and final design services for the public roadway and public utility improvements as described below. It should be noted here, PCDC may be required to hire additional construction contractor(s) outside the scope of this construction contract to construct the dry utilities.

The Impact Way extension is located within the PCDC property. The Impact Way right of way extends southward approximately 1,000 ft from the existing roadway pavement. The Impact Way Phase III-B roadway will extend southward approximately 400 ft from the end of Impact Way Phase III-A's construction plans. This Phase III-B project will extend the road to the southern-most property line of SH-130 Commerce Center. The roadway will dead end with Type III traffic barricades so as to prevent vehicular access beyond the dead end. A driveway will be constructed near the end of the roadway to serve as a hammerhead turn around. The existing drainage channel and the existing regional stormwater detention pond as contained within the US Army Corp of Engineers' Conservation Easement affiliated with the SH 130 Commerce Center will be accommodated and used by this Project for stormwater conveyance and stormwater detention.

A 70 ft long roadway hammerhead will be integrated into the Impact Way roadway extension via the construction of a proposed driveway apron serving Lot 3F. The proposed hammerhead will meet ESD No. 2 and PCDC Fire Code requirements for emergency vehicle turn-around clearances. A public access easement will be overlaid across the first 50 ft length of the future private driveway servicing Lot 3F, so as to accommodate the 70 ft long roadway hammerhead.

The roadway will be designed with a box-culvert bridge to cross the existing drainage ditch without impeding the flow. The ditch conveys storm water runoff from the area west of Sun Light Near Way and also from the southwest corner of the SH-130 Commerce Center, encompassing approximately 137 acres in total. This 12 ft deep drainage channel will require the use of two 8'x8' concrete box culverts installed beneath Impact Way, including new headwall structures. A second ditch which conveys off-site flows from Northeast Metropolitan Park (NEMP) will have a 10'x4' box culvert installed at this location. Public storm sewer improvements along the Impact Way extension will also include approximately four new curb inlet structures

with new 18" RCP storm pipe connections. Public water improvements will include approximately 400 ft of new 12" water main and new fire hydrants.

The construction market is currently in a period of significant flux and cost increases due to material shortages. The construction cost estimate was edited to reflect the scope of the above project in May 2021 including material cost increases. This estimate will be updated again prior to bidding the project. The engineer's opinion of most probable construction cost including 15% contingency for the Impact Way Phase III-B project including roadway extension, sidewalks, waterlines, storm sewers, box-culvert bridge, electric/gas extensions, and associated appurtenances equals \$1,414,000. It was assumed that suitable on-site materials are available within PCDC property for re-working and filling associated with the box culvert bridge and NEMP ditch culvert.

### **Proposed Scope of Services**

#### **A. Engineering Services**

The Engineer shall provide the following scope of work related to the engineering design of:

- Approximately 400 linear feet of 48 ft wide (F-F), four-lane asphalt roadway with curb and gutter.
- 26 ft wide asphalt driveway apron for future private access driveway to Lot 3F.
- 50 ft long, 26 ft wide asphalt driveway extension off the Lot 3F driveway apron to accommodate the required 70 ft long hammerhead (turn-around) for emergency vehicle use.
- 120 ft long, box-culvert bridge with retaining walls, guard rails, and headwall structure; including two 8'x 8' reinforced concrete box culverts.
- Approximately 800 linear feet of ADA-compliant 6 ft wide concrete sidewalk (400 linear feet on both sides of roadway extension).
- Approximately 400 linear feet of 12-inch waterline.
- Approximately 100 linear feet of 10'x4' box culvert for NEMP ditch
- Approximately 300 linear feet of 18-inch storm sewer.
- Concrete wing-wall structure and rip-rap pad at new storm sewer outfall.
- Approximately 400 linear feet of 6" conduit for ONCOR electrical service extension.
- Approximately 400 linear feet of 6" conduit for gas service extension.
- Street lights along the length of the Impact Way roadway extension.

#### **B. Prepare the Preliminary Plan**

A Preliminary Plan for the entire property must be submitted to and approved by the City of Pflugerville prior to submitting a set of construction plans to the City of Pflugerville.

1. DCS will use the survey information and the land plan established in Phase III-A to develop a Preliminary Plan. The submittal to the City will include a Utility Plan, Drainage Plan, engineering report summarizing capacities of all proposed infrastructure, and other information required to complete the submittal packet.
2. Process the Preliminary Plan through the review process of the City of Pflugerville. Fees will be paid by PCDC to the City associated with the Preliminary Plan submittal.
3. The Preliminary Plan - Agency Submittals & Reviews is being provided on a time and material (T&M) fee basis. This fee assumes DCS will revise the preliminary plan sheets, engineering report, and provide written responses to City comments three (3) times to achieve approval from the City's Development Services Department. DCS staff will be billed based on the staff utilized and actual hours spent on the above work effort. If DCS efforts exceed the allocated budget and/or anticipated number of City reviews, DCS will notify PCDC and obtain written authorization prior to exceeding the amount shown in the below Fee Schedule.

## ITEM 1.0 - PROJECT MANAGEMENT

- 1.1 Management Plan  
The Consultant shall prepare a Management Plan, which shall include the project Scope of Work, organization responsibilities, communications procedures, schedule, budget, quality control process, and billing.
- 1.2 Project Meetings  
The Consultant shall conduct project meetings to obtain input and decisions from PCDC staff. Consultant shall be responsible for developing meeting agendas and shall prepare the material as needed to achieve the meeting objectives. Consultant shall prepare meeting minutes and submit them electronically to PCDC. Specific meetings planned for project management purposes are as follows:
  - 1.2.1 Project Kickoff Meeting: The Consultant shall conduct a project kickoff meeting at the PCDC offices to introduce the project team members, review project goals and objectives, discuss project elements and responsibilities, delineate communications procedures, and review the project schedule. Consultant shall identify any information needed from PCDC staff to complete the work.
  - 1.2.2 90 Percent Design Review: The Consultant shall conduct a 90 percent design review at the PCDC office after submittal and PCDC review of the 90 percent plans and specifications. The purpose of this meeting is to collect and discuss PCDC comments on the 90 percent design plans, identify any decisions needed from PCDC staff, etc.
- 1.3 Quality Assurance/Quality Control  
The Consultant shall provide Quality Assurance/Quality Control by having a senior representative of the Consultant review the final plans and specifications with their comments addressed prior to submitting the final review plans and specifications to PCDC.
- 1.4 Project Schedule  
The Consultant shall prepare a Project Schedule in order to identify the critical path(s) and challenges within the implementation of the Project.
- 1.5 Engineer's Opinion of Most Probable Cost  
The Consultant will prepare an "Opinion of Most Probable Cost" which shall include the estimated construction cost for the Impact Way Extension Phase III-B Project at 90% Plan Submittal and Final Submittal of work. Additional costs will be included for easements and "soft" costs (engineering fees, surveying fees, legal fees, permitting fees, etc.) associated with the final design.

## ITEM 2.0 - PRELIMINARY DESIGN SERVICES

- 2.1 Surveying
  - 2.1.1 Topographic Survey – The Consultant will use existing topographic survey information and existing record drawings affiliated with Phase I, Phase II, and Phase III-A for the design of the Impact Way Extension Phase III-B Project. The existing permanent benchmarks established for Phase II will be used for design/control.
  - 2.1.2 This proposal includes the platting of one (1) easement for construction of the required permanent 70 ft long hammerhead (turn-around) for emergency vehicle use in the plat that has been prepared and is being reviewed by the City for Phase III-A. The platting of the hammerhead shown to be constructed in Phase III-A will remain in place due to City requirements for individual projects to be provided with emergency vehicle turnaround capabilities. The hammerhead in Phase III-A will be deleted during the bidding process by addendum, if Phase III-B is bid with Phase III-A. Temporary and permanent easement limits will not be staked in the field as part of this work.
  - 2.1.3 Repinning - Property corners and/or easements platted as part of Phase I and Phase II that are lost due to Impact Way construction activities will be repinned.

- 2.2 Geotechnical Investigation
  - 2.2.1 The Consultant will use existing geotechnical information affiliated with Phase I, Phase II, and Phase III-A for the design of the Impact Way Extension Phase III-B Project. This information is contained within a geotechnical report dated December 30, 2009 by Raba-Kistner Consultants, Inc., titled, "GEOTECHNICAL CONSULTING STUDY FOR PLUGERVILLE COMMERCIAL PARK, AUSTIN, TEXAS" and a geotechnical report dated May 31, 2013 by Fugro Consultants, Inc., titled, "GEOTECHNICAL INVESTIGATION AND PAVEMENT THICKNESS DESIGN – SH 130 COMMERCE CENTER, PHASE II, PFLUGERVILLE, TEXAS."
- 2.3 Easement Requirements
  - 2.3.1 All new easements are addressed in the Phase III-A replat, no separate instrument is needed in the Phase III-B project.
- 2.4 Traffic Impact Analysis and Corps of Engineers Studies
  - 2.4.1 The Consultant will use existing traffic impact analysis (TIA) and existing Corps of Engineers studies affiliated with Phase I, Phase II, and Phase III-A for the design of the Impact Way Extension Phase III-B Project.
  - 2.4.2 The TIA previously completed for Project Charm, which includes the full buildout projections for the SH-130 Commerce Center, will be submitted with this project. If the City requires an updated TIA, DCS will coordinate with PCDC for the additional services and fees associated with this additional scope of work.
- 2.5 Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers
  - 2.5.1 Regulatory Agencies

The Consultant shall identify the regulatory agencies for which permitting of construction activities will be required and shall meet with, and coordinate with these agencies to brief them on the particulars associated with this Project and gather permitting information which will be useful in ordinance compliance and final design. The Consultant will prepare and process permits required by outside agencies. PCDC shall be responsible for permit fees and signatures as necessary for processing. Travis County, TCEQ, City of Pflugerville and PCDC will be coordinated with for work within rights of way.
  - 2.5.2 Private Utility Companies (Gas, Electric, Telephone, and Cable)

The Consultant shall review the preliminary plans with each private utility to clearly set forth the project objectives and to determine if any utility has any concerns or objections. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.
  - 2.5.3 Preliminary plans and profiles, preliminary details, preliminary technical specifications, and a preliminary Engineer's Opinion of Probable Cost will be provided to PCDC to conclude the efforts defined under Item 2. Upon review by PCDC, Consultant will include PCDC staff comments and submit Preliminary Plan to the City for approval. The Consultant will then move forward into the final design phase.

### ITEM 3.0 - FINAL DESIGN SERVICES

- 3.1 Consultant shall evaluate testing methods and acceptance criteria and clearly set forth recommendations to be incorporated into the "Technical Specifications."
- 3.2 Prepare plans for construction of facilities enumerated in the Preliminary Design under Item 2.0 as authorized by PCDC. Half size drawings (i.e. 11" x 17" drawings) and project manual (i.e. specification book) will be produced for this project. Plans shall be per City of Pflugerville's Uniform Development Code (latest edition) and Engineering Design Guidelines & Construction Standards (latest edition) and all updates of these standards up to the time of the beginning of the bidding phase.
- 3.3 Prepare traffic control plans in those areas deemed necessary. Traffic control layouts and details will be included in the plan set(s).

- 3.4 Submit required information and/or plans and specifications to obtain approval or permits from TCEQ, Travis County, and the City of Pflugerville for the proposed Impact Way Extension Phase III-B and associated utility extensions.
- 3.5 The Construction Plans - Agency Submittals & Reviews is being provided on a time and material fee basis. This fee assumes DCS will revise the construction plans and provide written responses to City comments three (3) times to achieve approval from the City's Development Services Department. DCS staff will be billed based on the staff utilized and actual hours spent on the above work effort. If DCS efforts exceed the allocated budget and/or anticipated number of City reviews, DCS will notify PCDC and obtain written authorization prior to exceeding the amount shown in the below Fee Schedule.
- 3.6 Deliverables:
  - 3.6.1 90 Percent Design Submittal: The 90 Percent design submittal will include plans, and 90% Engineer's Opinion of Probable Construction Cost.
  - 3.6.2 Final Submittal: The final submittal will include final plans, and Engineer's Opinion of Probable Construction Cost.

**B. PCDC's Responsibilities**

- 1. PCDC shall be responsible for permit fees and signatures as necessary for processing.

**C. Compensation and Limitation of Liability**

Owner shall pay Engineer for services rendered as follows:

- 1. DCS will invoice monthly for services rendered the preceding month based on the hours expended under each task. The Owner shall pay DCS within 30 days for the services rendered and invoiced. DCS's liability to the Client for any cause or combination of causes is in the aggregate limited to an amount no greater than the fee earned under this agreement.
- 2. We propose to provide the services described above on a lump sum; or time and material (T&M) fee basis as noted in the below table by task. Fees in the table are lump sum fees unless noted as time and material with "T&M". Our proposed fees for the above scope of work are shown by task in the below table. On T&M tasks, Staff will be billed separately per the below Standard Hourly Rate Table by Staff Category and utilized as needed. The above referenced services will be performed within the duration discussed below.
- 3. Filing, review, and permitting fees are not included in the below fees and will be paid directly by the Owner.
- 4. For all items requested by PCDC, which are not identified under the above Scope of Services, a separate Additional Services request will be submitted for approval before commencing work. PCDC agrees that all submittals to PCDC by the Consultant for approval will be reviewed and approved on a timely basis.

**Fee Schedule**

<b>Task</b>	<b>Description</b>	<b>Fee</b>
400	Preliminary Plan & Engineering Report	\$15,000.00
410	Preliminary Plan - Agency Submittals & Reviews (T&M)	\$7,500.00
500	Construction Plans – Roadway & Bridge	\$60,875.00
510	Structural Design - Bridge	\$11,250.00
520	Construction Plans - Agency Submittals & Reviews (T&M)	\$21,500.00
	<b>Total Fee =</b>	<b>\$116,125.00</b>

**Standard Hourly Rate Table**

<b>Classification</b>	<b>Billing Rate</b>		
Principal	\$215.00	-	\$275.00
Senior Project Manager	\$200.00	-	\$240.00
Project Manager	\$140.00	-	\$210.00
Design Manager	\$120.00	-	\$170.00
Senior Engineer	\$100.00	-	\$160.00
Project Engineer	\$90.00	-	\$140.00
CAD Manager	\$100.00	-	\$200.00
IT Manager	\$110.00	-	\$160.00
IT Technician	\$80.00	-	\$140.00
Senior Designer	\$90.00	-	\$160.00
Designer II	\$80.00	-	\$145.00
Designer I	\$70.00	-	\$125.00
Senior Computer Technician	\$70.00	-	\$140.00
Computer Technician II	\$50.00	-	\$125.00
Computer Technician I	\$40.00	-	\$110.00
Project Coordinator	\$45.00	-	\$110.00
Clerical	\$30.00	-	\$90.00
Document Control Clerk	\$30.00	-	\$90.00

**D. Schedule**

- A. Authorization to Proceed: Signing of this Agreement for services shall be authorization by PCDC for Consultant to proceed with the work.
- B. The timeline is based on receiving the notice to proceed by July 21, 2021. The services for the City review and approval will be performed over a total of 6 months with completion dates as noted below.

- |  |                         |
|--|-------------------------|
| • Notice to Proceed                                | Issued by July 21, 2021 |
| • Preliminary Plan Submittal to City               | August 2, 2021          |
| • 90% Construction Plan Submittal to City          | September 23, 2021      |
| • Receive City Approval of 100% Preliminary Plan   | October 4, 2021         |
| • Receive City Approval of 100% Construction Plans | January 12, 2022        |
| • Estimated First Advertisement                    | January 19, 2022        |

Ms. Amy Madison  
July 6, 2021  
Page 7

If this proposal is acceptable, please sign in the space provided below and return one copy for our files. Your acceptance of the agreement will be our authorization to begin work. Again, we appreciate the opportunity to provide this proposal to you. We look forward to assisting you in the future. If you have questions about this proposal, please call me at (512) 614-6171.

Sincerely,



Darren C Strozewski, P. E.  
Principal

**Client**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_