

**PFLUGERVILLE COMMUNITY DEVELOPMENT  
CORPORATION**

**STANDARD PROFESSIONAL SERVICES AGREEMENT FOR  
Helios Way Right-in & Right-out Driveway**

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 DCS Engineering, LLC (DCS) (“Professional”).

**Section 1. Duration and Authorization.**

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. 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 Work unless terminated as provided for in this Agreement.

**Section 2. Scope of Work.**

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project 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.

- (D) 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.**

- (A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.
- (B) *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.
- (C) *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”.

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

- (A) *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.
- (B) *Additional Work:* The PCDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of 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 Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the PCDC of that opinion, in writing. If the PCDC agrees that such work does constitute additional work, then the PCDC and the Professional shall execute a supplemental agreement for the additional work and the PCDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, 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 work shall be at risk of the Professional.

### **Section 5. Time of Completion.**

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.**

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.

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

**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.

**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.

**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.

**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.

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.

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.**

- (A) *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 Work. The approval or acquiescence of the PCDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- (B) *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.
- (C) *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.

- (D) *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.
- (E) *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.
- (F) *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.
- (G) *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.
- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, 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.

## **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 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.

**Section 9. Indemnification.** Professional shall indemnify and hold harmless the Pflugerville Community Development Corporation and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, 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. 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.

**Section 11. 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.

**Section 12. 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.

**Section 13. 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.

**Section 14. 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. The provisions and obligations of this Agreement are performable in Travis County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

**Section 15. 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.

**Section 16. 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.

**Section 17. 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.

**Section 18. 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.

**Section 19. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 20. 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.

**Section 21. 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.

[signature page follows]



**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PCDC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PROFESSIONAL:**

By:  \_\_\_\_\_

Name: Darren Strozewski

Title: Principal

**ADDRESS FOR NOTICE:**

**PCDC:**

PCDC

3801 Helios Way, Suite 130

Pflugerville, Texas 78660

**PROFESSIONAL:**

DCS

1101 S. Capital of Texas Hwy.

Building G – Suite 100

Austin, TX 78746

**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**

**Identification of Project:** Helios Way Right-in & Right-out Driveway  
**DCS Project No:** 20101557

**Specific Scope of basic Services:**

DCS Engineering, LLC (DCS) is proposing to provide professional engineering services for Pflugerville Community Development Corporation (PCDC) to perform services associated with Final Design of the Helios Way Right-in & Right-out Driveway connection to SH 130 access ramp. Bidding and Construction Management services have been specifically excluded from this proposal.

Helios Way right of way, extends eastwards approximately 810 ft from Impact Way intersection to SH-130 Frontage Road right of way and was platted as a 70-foot Public Access and Utility Easement, with an existing 780 feet long and 25 feet wide private drive with public access.

Proposed improvements include increasing the width of the existing pavement from approximately 25 feet to 48 ft, to match the Helios Way roadway section that extends westwards from the Impact Way intersection. Existing 25 feet wide asphalt on Helios Way will be sawcut at the existing gutter line and new pavement will be re-laid for the additional width of Helios Way and the existing asphalt milled and overlaid to provide seamless pavement surface. New curbs, gutters, and storm sewer inlets will be installed along the widened drive including storm sewer extensions from the existing inlet locations to the proposed inlet locations.

Special provisions shall be made during construction phase for the five existing driveways on Helios Way to remain accessible with at least one lane of the driveway open at all times and allow businesses to perform normal daily operations without being affected. Contractor shall ensure that construction phase timing and schedule will be optimized to mitigate business' inconvenience for the shortest time period possible.

Geometry, drainage and grading of Helios Way Right-in & Right-out Driveway to SH-130 Frontage Road, will be subject to TxDOT requirements and review. A culvert to cross the existing drainage ditch along the frontage road will be required.

Additionally, one deceleration lane and one acceleration lane will be designed to TxDOT standards to accommodate incoming and outgoing traffic from the proposed Helios Way Right-in & Right-out Driveway to the access ramp. The size and geometry of the driveway and the deceleration and acceleration lanes will be designed based on the volume of expected traffic (Average Daily Trips) as well as the maximum expected vehicle size.

TxDOT permitting efforts for the Helios Way Right-in & Right-out Driveway are included in this proposal. DCS will coordinate with the various TxDOT Divisions as needed, arrange meetings to brief them on the particulars associated with this Project, provide any necessary data/exhibits and gather permitting information required. DCS will prepare and process permits and shall be responsible for obtaining the signatures necessary for processing. The Donation Agreement needed between PCDC and TxDOT is included in this scope of work. However, additional studies required by TxDOT as part of the permitting process including but not limited to a TIA, Toll and Revenue Study, Toll Impact Study, etc. are specifically excluded from the scope of this work. These can be provided as additional services, if required by a regulatory agency. Permitting fees, if any, will be paid directly by the Client and are not included in this proposal.

The engineer opinion of most probable construction cost is \$1,775,000 cost including contingency. TxDOT release of controlled access fee is presently estimated to be approximately \$450,000 by TxDOT. The work performed by DCS will be done confidentially at all times. No information will be shared or discussed with

anyone other than PCDC and PCDC's specified interested parties unless prior authorization from PCDC is received in writing by the Consultant.

**Tasks will include the following:**

**A. Engineering Services**

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

- Helios Way pavement widening designed to private drive street cross section standards which can withstand the traffic loading requirements for the existing segments of Impact Way.
- Approximately 1,620 linear feet of new curb and gutter on Helios Way (810 linear feet on each side).
- Relocation of inlets along Helios Way to accommodate widened pavement section.
- One new driveway connection at Helios Way and SH-130 access ramp intersection.
- One culvert at Helios Way and SH-130 Frontage Road intersection to cross open channel ditch.
- One deceleration lane approximately 550 linear feet long (including the taper lane).
- One acceleration lane, approximately 1200 linear feet long (including the taper lane).
- Sidewalks are specifically excluded from this scope of work due to this being a private drive

**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 Helios Way Project at 90% Plan Submittal and Final Submittal of work.

## ITEM 2.0 - FINAL DESIGN SERVICES

### 2.1 Surveying

2.1.1 Topographic Survey – The Consultant will obtain a topographic and boundary survey for the design of Helios Way Driveway connection to SH-130 Frontage Road. New benchmarks will be established and will be used for design/control.

2.1.2 Release of access metes and bonds will be prepared meeting the requirements of TXDOT standards.

### 2.2 Geotechnical Investigation

2.2.1 DCS will obtain geotechnical investigations including field and laboratory tests, boring and/or related engineering analysis to be used for structural engineering, pavement, and utility design.

2.2.2 Existing asphalt and concrete pavement sections within the access easement will have bores taken to confirm the pavement section's construction materials and thicknesses.

### 2.3 Traffic Impact Analysis

2.3.1 Traffic Impact Analysis study (TIA) has been specifically excluded from the scope of work but can be provided as additional services if desired. TXDOT is presently reviewing this with their internal staff to determine if TXDOT will require a TIA. An answer is expected by the April 19, 2024.

### 2.4 Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers

#### 2.4.1 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. City of Pflugerville and PCDC will be coordinated with for work within rights of way.

#### 2.4.2 Private Utility Companies (Gas, Electric, Telephone, and Cable)

The Consultant shall review the plans with each private utility and coordinate with existing utilities constructed in the access easement. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.

2.5 Consultant shall evaluate testing methods and acceptance criteria and clearly set forth recommendations to be incorporated into the "Technical Specifications".

2.6 Prepare plans for construction of facilities. 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.

2.7 Prepare traffic control plans in those areas deemed necessary. Traffic control layouts and details will be included in the plan set(s).

2.8 Submit required information and/or plans and specifications to obtain approval or permits from TxDOT and the City of Pflugerville for the proposed Helios Way Right-in & Right-out Driveway.

## **B. Deliverables:**

1. Preliminary Plan and Engineering Report review and approval by City of Pflugerville
2. Construction Plans reviewed and approved by TxDOT and City of Pflugerville
3. Engineer's Opinion of Probable Construction Cost

## **C. Additional Services if required:**

Additional Services are those that are specifically excluded from this Proposal, but which could become necessary or desired at some time during the project. The Consultant shall perform

Additional Services only as authorized to do so by the Client. If the Client requests Additional Services, the Consultant will prepare a specific scope and budget for the services requested for review and approval prior to initiating the services.

The following items are specifically excluded from our scope of work but can be provided as additional services:

- Revisions to the Construction Plans by Owner or Owner's consultant after receiving prior directions from the Owner or approval of the construction plans by the City staff.
- Creation and/or application for a Site Disturbance Permit from the City to allow rough grading activities to start about 6 weeks before the site civil plans are approved by the City.
- Processing any variance from the City of Pflugerville Uniform Development Code.
- Design surveys, boundary surveys, environmental studies, or construction staking other than those already included in the Scope.
- Management of other consultants other than those already included in this scope, including, but not limited to, environmental, electrical engineering, architect, MEP, etc.
- Endangered species or karst feature issues.
- Design of electric, gas, telephone, or cable utilities.
- Negotiations with the City, TxDOT, or other parties to resolve protracted disputes regarding the Project.
- Electrical Engineering: Exterior lighting plans with detailed lighting schemes for parking lots and sidewalks.
- Architectural and building plan design including mechanical, plumbing, electrical, and HVAC design.
- Fire protection engineering services including building sprinkler design.
- Flood plain modifications, FEMA submittals, offsite hydraulic analysis and design work not specifically included in this Scope of Services.
- Preliminary and final design of reclaimed waterlines within or adjacent to the right of way is specifically excluded from this contract.
- Corps of Engineers Study.
- Traffic Impact Analysis (TIA).
- Toll and Revenue Study.
- TxDOT Tollway Impact Study.
- Agreements needed between PCDC and TxDOT.
- Water and wastewater utilities design and coordination with regulatory agencies for permitting.
- Bidding and Award Services
- Construction Administration and Management Services
- Geotechnical materials testing during construction services
- Sidewalk TAS plan review and field inspection services

#### **D. PCDC's Responsibilities**

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

#### **E. Schedule**

1. Authorization to Proceed: Signing of this Agreement for services shall be authorization by PCDC for Consultant to proceed with the work.
2. The timeline is based on the assumption that the notice to proceed is received on May 15, 2024. The services for final design, City review and approval, and TxDOT review and approval will be performed over a total of 10 months with completion dates as noted below.

• Notice to Proceed	Issued by May 15, 2024
• Driveway Permit Submittal to TxDOT	July 15, 2024
• Preliminary Plan – Submittal to City	August 15, 2024
• Construction Plan – Submittal to TxDOT	August 15, 2024
• Preliminary Plan – City Approval	November 15, 2024
• Construction Plan – Submittal to City	November 15, 2024
• Construction Plan – City Approval	March 15, 2025
• Construction Plan – TxDOT Approval	May 15, 2025
• Donation Agreement Finalized by TxDOT	February 15, 2025
• Release of Access Agreement Finalized by TxDOT	February 15, 2025

## **EXHIBIT “B” COMPENSATION**

### **Compensation and Limitation of Liability:**

Owner shall pay Engineer for services rendered as follows:

1. DCS will begin work contingent upon issuance of the authorization to proceed. 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. 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.

### **Fee Schedule**

<b>Task</b>	<b>Description</b>	<b>Fee</b>
405	Preliminary Plan & Engineering Report	\$25,000.00
410	Preliminary Plan - City Review & Approval (T&M)	\$9,500.00
415	TXDOT Coordination and Applications Preparation	\$18,500.00
500	Construction Plans	\$87,000.00
505	TxDOT Drainage Analysis and Culvert Sizing	\$8,300.00
510	Truck Traffic Turning Movement Analysis	\$6,400.00
515	Traffic Control Plan – Helios Way	\$9,300.00
520	Traffic Control Plan - SH-130 Access Ramp	\$14,600.00
525	Helios Way Business Owner Accessibility Coordination	\$3,400.00
530	Construction Plans - City Review & Approval (T&M)	\$16,500.00
535	Construction Plans - TxDOT Review & Approval (T&M)	\$14,500.00
800	Topographic & Boundary Survey (Waterloo)	\$14,400.00
805	Release of Access Metes & Bounds Exhibit (Waterloo)	\$3,500.00
810	Geotechnical Report (Arias)	\$12,500.00
	<b>Total Fee =</b>	<b>\$243,400.00</b>

### Standard Hourly Rate Table

<b>Classification</b>	<b>Billing Rate</b>		
Principal	\$215.00	-	\$275.00
Senior Project Manager	\$200.00	-	\$275.00
Project Manager	\$140.00	-	\$210.00
Design Manager	\$120.00	-	\$210.00
Senior Engineer	\$100.00	-	\$175.00
Project Engineer	\$90.00	-	\$140.00
CAD Manager	\$100.00	-	\$135.00
IT Manager	\$110.00	-	\$110.00
IT Technician	\$80.00	-	\$90.00
Senior Designer	\$90.00	-	\$140.00
Designer II	\$80.00	-	\$120.00
Designer I	\$70.00	-	\$105.00
Senior Computer Technician	\$70.00	-	\$95.00
Computer Technician II	\$50.00	-	\$85.00
Computer Technician I	\$40.00	-	\$75.00
Project Coordinator	\$45.00	-	\$115.00
Clerical	\$30.00	-	\$90.00
Document Control Clerk	\$30.00	-	\$90.00

**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: Amy Madison  
3801 Helios Way, Suite 130  
Pflugerville, Texas 78660