

**PFLUGERVILLE COMMUNITY DEVELOPMENT
CORPORATION**

**STANDARD PROFESSIONAL SERVICES AGREEMENT FOR
Helios Way Right-in & Right-out Driveway –
Construction Administration, Construction Management, and
Material Testing Services**

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.

This Agreement shall become effective upon execution by the PCDC and approval of both the Agreement and its related expenditures by the City of Pflugerville City Council. 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: 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.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, 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.

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 _____, 2025.

PCDC:

By: _____
Name:
Title:

PROFESSIONAL:

By: *[Signature]*
Name: Darren Stobcowski
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

EXHIBIT "A"
SCOPE OF WORK

Identification of Project: Helios Way Right-in & Right-out Driveway - Construction
Administration, Construction Management Services, and Materials Testing
DCS Project No: 20101557

Specific Scope of basic Services:

- DCS Engineering, LLC (DCS) is proposing to provide professional engineering services to Pflugerville Community Development Corporation (Client) to perform services associated with Bidding and Award, Construction Administration, Construction Management, and Material Testing Services for Helios Way Right-in & Right-out Driveway connection to SH 130 access ramp.

PCDC has elected to bid Helios Way Right-in & Right-out Driveway together with Impact Way Extension Phase IV as one project, hereinafter referred to as the Combined Project, in an effort to reduce cost due to the economy of scale achieved by increasing the total construction budget of the combined two projects. The Impact Way Extension Phase IV construction schedule will be pushed back by approximately four (4) months to align with the Helios Way Right-in & Right-out Driveway tentative construction start date of July 2025. Bidding Services fee for this project has been eliminated, as it shall be covered under the Bidding Services for Impact Way Extension Phase IV project that DCS is already contracted for by PCDC. Cost reduction due to efficiencies produced by bidding of the two projects together, is also reflected in the Fee Schedule Table below, under the Construction Administration and Construction Management Services.

The design of the project has been completed under a separate contract by DCS with the plans and specifications being completed and anticipated to be sealed in May 2025. DCS will provide the project management to facilitate construction as part of this scope of work.

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 for the above road segment 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 and concrete pavement on Helios Way will be removed and new reinforced concrete pavement will be re-laid. 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 is 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.

The engineer's opinion of most probable construction cost, including contingency, for the Helios Way Right-in & Right-out Driveway project, including Helios Way roadway improvements, SH-130 access ramp, culvert, and acceleration and deceleration lanes on SH-130 equals \$1,780,000.

Tasks will include the following:

A. Engineering Services

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

- Approximately 810 ft long new reinforced concrete pavement for Helios Way, 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.
- 1.3 Subconsultant Management
The Consultant shall provide management of Subconsultants including coordination of their project services. The list of sub-consultants includes:
 - 1.3.1 Arias & Associates, Inc. - Geotechnical Materials Testing and State Construction Management
- 1.4 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.
- 1.5 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.

ITEM 2.0 – PROJECT BIDDING SERVICES

- 2.1 No additional bidding services fee shall be included in this agreement. Bidding services of Helios Way Right-in and Right-out Driveway project shall be covered per the bidding services scope included in the Impact Way Extension Phase IV project, as part of the Combined Project.
- 2.2 Project Manual of Helios Way Right-in and Right-out Driveway (i.e. specification book) prepared as part of the Final Design phase, shall be revised as required to incorporate the Impact Way Extension Phase IV specifications. The revised Project Manual shall be included in the contract documents of the Combined Project; i.e. one (1) specification book will cover both projects.
- 2.3 Three (3) separate full construction plan sets shall be incorporated in the contract documents of the Combined Project; one (1) for Helios Way Right of Way, one (1) for TxDOT (SH-130 Service Road) Right of Way, and one (1) for Impact Way Extension Phase IV.

ITEM 3.0 - CONSTRUCTION ADMINISTRATION AND MANAGEMENT SERVICES

- 3.1 Coordinate and oversee the participation in a Pre-construction conference for the Combined Project to be held at the beginning of construction at the PCDC office, i.e. one (1) Pre-construction meeting for both projects.
- 3.2 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of PCDC and covers only general conformance with the information given by the

Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.

- 3.3 Administer monthly construction status meetings and conduct site visit on the same day to cover the Combined Project. Review and recommend for approval Contractor pay request applications. Perform construction management duties for overall project that normally arise during daily construction activities.
- 3.4 Conduct, in company with the Owner and City, a substantial and final inspection of the Combined Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect Owner's final payment to the contractors and acceptance of the project by the City.
- 3.5 Prepare record drawings and provide two copies to PCDC. Furnish one electronic copy on CD and one 11 x 17 copy of the record drawings to PCDC.
- 3.6 Provide Engineer's concurrence letter to governmental authorities.
- 3.7 The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. Consultant shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
- 3.8 Construction Staking – Temporary and permanent easement limits will not be staked in the field as part of this work. Construction layout, cut sheets, and staking for line and grade are specifically excluded from this scope of work and shall be provided and paid for by the construction contractor.
- 3.9 Construction Materials Testing - Construction materials testing for the work included within Helios Way Right-of Way is included in this scope of work. Testing shall be conducted on soils and concrete by a geotechnical lab. The bid packages shall specify that the Owner shall pay the Geotechnical Engineering company/lab for all passing tests that are required by the bid package. All failing tests or tests taken for the Contractor's benefit shall be paid by the Contractor.
- 3.10 State Construction Management - Roadway Construction Management (TxDOT Group 11.1.1) and Inspection (TxDOT Group 12.1, 12.1.1, 12.1.2, 12.1.4, 12.1.5, 12.1.7, and 12.2.1) to provide engineering inspection and testing services for the work included within TxDOT's Right-of-Way are included in this scope of work. The bid packages shall specify that the Owner shall pay the Geotechnical Engineering company/lab for all passing tests that are required by the bid package. All failing tests or tests taken for the Contractor's benefit shall be paid by the Contractor. The Geotechnical Engineering company/lab shall be pre-certified by the State in the above Groups. The Consultant shall provide to the State all required material test reports that verify the work and material meet TxDOT standards on behalf of the Owner, within five business days of receiving test reports by the Geotechnical Engineering company/lab.

ITEM 4.0 – RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

- 4.1 Resident Project Representative services for the Helios Way Right-in and Right-out Driveway project are included in this scope of work.
Services will be performed on an as needed basis during construction. Effort is based on one site visit every two weeks with a duration of six (6) hours per site visit over the period of active construction. As noted above, there will be two plan sets to cover the work included in this project; one (1) for Helios Way Right of Way, and one (1) for TxDOT (SH-130 Service Road) Right of Way.
RPR shall observe the work of the Contractor to monitor conformance with Contract Documents. RPR services, below, will be in addition to the Engineer's periodic site visits.
Resident Project Representative shall determine the amount owing to Contractor based on observations at the site and the data comprising the Application for Payment, and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Client that Contractor's work has progressed to the point indicated and that, to the best of RPR's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of Contractor's work for conformance with the Contract Documents upon

Substantial Completion, to results of subsequent tests and inspections of others, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by RPR. The issuance of a recommendation will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that the RPR has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid by the Client.

RPR has no authority to direct contractor's means and methods nor the responsibility for Contractor's Project Safety.

Provide qualified site representatives to perform observation services and documentation as specified in the plans/specifications.

Provide necessary reports, documents, and photographs.

B. Deliverables:

1. Construction Material Submittal Reviews.
2. Certificate of Substantial Completion including Punch List.
3. Final Completion Punch List.
4. Engineer's Concurrence of Final Completion letter to the City of Pflugerville for the work included within Helios Way Right-of-Way.
5. Final Construction Inspection Report issued by the State for the work included within TxDOT's Right-of-Way, acknowledging that the project has been constructed in accordance with the approved plans, specifications.

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:

- Creation and management of the easement agreement is not included in this scope of work and will be prepared by others.
- Soil, foundation, and paving investigation, including field and laboratory tests, borings, related engineering analyses, and recommendations.
- Landscape Architecture: Landscape construction plans with detailed planting schemes, irrigation plans and park amenities designs.
- TCEQ submittal and permitting.
- Plan and profile sheets for water lines, wastewater, and storm sewer.
- 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.
- Preparation of Traffic Impact Analysis (TIA).
- 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.
- Required environmental studies (i.e. Phase I Environmental Site Assessment) and/or coordination with the Texas Antiquities Act/Texas Historical Commission are understood to have been completed as part of the 17.7 acres land purchase from TXDOT.
- 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, TCEQ, 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 and fire flow testing.
- 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.
- Storm Water Pollution Prevention Plan (SWPPP) will be prepared by the contractor and will require submittal to TCEQ for review and approval.
- Corps of Engineers Study.
- TxDOT Tollway Impact Study.
- Offsite water and wastewater utilities design and coordination with regulatory agencies for permitting.

D. PCDC's Responsibilities

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

E. Schedule

1. Authorization to Proceed: Receipt of the signed proposal shall be authorization for DCS to proceed with the work.
2. The timeline is based on the assumption that the notice to proceed is received on April 8, 2025 after City Council's approval following the PCDC Board's approval on March 19, 2025. The above services will be performed over a total of 14 months with completion dates as noted below.
 - Notice to Proceed Issued by April 8, 2025
 - Construction Plans - Anticipated Approval by TxDOT April 30, 2025
 - Release of Access Agreement - Anticipated Approval by TxDOT April 30, 2025
 - First Advertisement May 1, 2025
 - Construction Plans - Anticipated Approval by the City May 20, 2025
 - Bid Opening June 5, 2025
 - PCDC Award June 18, 2025
 - City Award July 8, 2025
 - Contractor's Notice to Proceed July 14, 2025
 - Substantial Construction Completion June 14, 2026
 - Final Construction Completion/Close-out July 14, 2026

Exhibit "B"
COMPENSATION

**EXHIBIT "B"
COMPENSATION**

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

Task	Description	Fee
700	Construction Administration & Management	\$59,125.00
725	Resident Project Representative	\$24,150.00
825	Geotechnical Materials Testing Helios Way – Arias (T&M)	\$13,790.00
830	Geotechnical Materials Testing TxDOT ROW – Arias (T&M)	\$32,647.00
Total Fee =		\$129,712.00

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 the Workers Compensation and all liability policies 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 W. Jones Jr.
3801 Helios Way, Suite 130
Pflugerville, Texas 78660

Exhibit "D"
EVIDENCE OF INSURANCE

