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January 12, 2022

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

Reference: Pflugerville Community Development Corporation
Impact Way Extension - Phase III A & B - Bidding, Construction Administration, and
Construction Management
DCS Project No.: 20101482

Dear Ms. Madison:

Per your request, we have prepared this letter proposal to provide professional engineering services for Pflugerville Community Development Corporation (PCDC) to perform Bidding, Construction Administration, and Construction Management for Impact Way Extension – Phase III A & B. 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 January 2022. It is our understanding that PCDC may not wish to award both Phase III A and B. Therefore, DCS has separated the Construction Administration, and Construction Management fees for the two into separate tasks. It should be noted here, PCDC will be required to hire additional construction contractor(s) outside the scope of the plans and specifications to construct the dry utilities. DCS will provide the project management to facilitate construction of these utilities as part of this scope of work; and manage the installation during construction.

The Impact Way extension is located within the SH-130 Commerce Center. The Impact Way right of way will extend southward approximately 1,000 ft from the existing right of way and end of roadway pavement. The Impact Way roadway will extend southward approximately 1,000 ft including two box culvert bridges (depth varies) and will terminate with a dead end. The roadway dead end will include Type III traffic barricade so as to prevent vehicular access beyond the dead end. A roadway hammerhead will be integrated into the Impact Way roadway extension via the construction of a proposed driveway apron serving Lot 3F.

The engineer's opinion of most probable construction cost including 5% contingency for the Impact Way roadway extension, sidewalks, waterlines, sanitary sewers, storm sewers, electric/gas extensions, and associated appurtenances equals \$1,147,000 for Phase III A and \$1,398,000 for Phase III B for a total of \$2,545,000. This cost excludes engineering professional fees and City inspection fees. It is assumed that suitable on-site materials are available within PCDC property for re-working and filling the existing 50 ft wide, 8 ft deep storm sewer ditch located within the footprint of the proposed Impact Way Extension.

Proposed Scope of Services

A. Engineering Services

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 Subconsultant Management
The Consultant shall provide management of Subconsultants including coordination of their project services. The list of sub-consultants includes:
 - 1.2.1 Arias & Associates - Geotechnical Materials Testing
 - 1.2.2 Altura Solutions, LP (Altura) – TAS Review and Inspection
- 1.3 Project Meetings

The Consultant shall conduct project meetings to obtain input and decisions from PCDC staff on an as needed basis. 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 the PCDC.

1.4 Quality Assurance/Quality Control

The Consultant shall provide Quality Assurance/Quality Control by having a senior representative of the Consultant review the documents generated by this work with their comments addressed prior to submitting the final documents.

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.

1.6 PCDC's Responsibilities

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

ITEM 2.0 – PROJECT BIDDING SERVICES

2.1 Assist PCDC in receiving bids from General Contractors for this project. Work will include conducting a prebid meeting with the Contractors to review the scope of work as presented on the contract documents described above. Addenda to the bid documents shall be generated as required to address Contractor comments or questions. Additional costs for advertising are not included in this fee proposal and will be billed separately, if required.

2.2 The bid documents will be structured to have one bid for Phase A and one bid for Phase B.

2.3 Civcast will be utilized to maintain the plan holder and distribution lists. Civcast will provide bid packages to the Contractors at no cost. DCS will provide PDF copies of the plans and specification book to Civcast for their use.

2.4 Assist PCDC in the opening and tabulation of bids for construction of the Project, and consult with PCDC as to the proper action to be taken, based on the engineering considerations involved.

2.5 Assist in the preparation of formal Contract Documents, perform the bid tabulation, and letter of recommendation of award for Contractor. Attend PCDC Board meeting and City Council meetings for project award.

ITEM 3.0 - CONSTRUCTION ADMINISTRATION AND MANAGEMENT SERVICES

3.1 Coordinate and oversee the participation in a Pre-construction conference for the Project to be held at the beginning of construction at the PCDC office.

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. 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 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 Resident Project Representative services are specifically excluded from this scope of work. Therefore, daily or weekly inspection of the work will not be conducted by the Consultant. In accordance with City of Pflugerville requirements, the City of Pflugerville's Resident Project Representatives will be performing these duties on this project.

3.8 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.

- 3.9 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.
- 3.10 Construction review of sidewalks and ramps for compliance with Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS) requirements will be provided by Altura Solutions, L.P. as part of the substantial and final completion punch listing under a subconsultant agreement with the Engineer. This will ensure that the project has been appropriately filed with the Texas Department of Licensing and Registration (TDLR) for site specific ADA and TAS requirements; and assure that these requirements have been met to allow closure of the project with the TDLR.
- 3.11 Construction Materials Testing - Construction materials testing is included in this scope of work. Testing shall be conducted on soils and concrete by Arias & Associates under a subconsultant agreement with the Engineer. The bid packages shall specify that the Owner will pay the Geotechnical Engineering company/lab through DCS's subconsultant agreement 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.
- 3.12 It should be noted here, PCDC will be required to contract with additional construction contractor(s) outside the scope of the plans and specifications to construct the dry utilities (Gas, Electric, Telephone, and Cable). DCS will coordinate with the utility providers, obtain new quotes from them, and prepare the required contract documents and coordination to facilitate construction of these utilities as part of the forthcoming construction activities.

ITEM 4.0 – SPECIAL USE PERMIT FOR LOT 3F

- 4.1 DCS will prepare and submit the Special Use Permit (SUP) application to the City of Pflugerville. The scope of this application includes preparing a letter addressed to the Planning and Zoning Commission and submittal of the existing survey with a legal description of the property. This scope specifically excludes preparation of a site plan for the SUP application. Work will be conducted on a time and material fee basis with a not to exceed amount without prior written authorization.

B. 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 percentage of services completed. 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
200	Special Use Permit for Lot 3F (T&M)	\$5,000.00
600	Bidding	\$20,650.00
700	Construction Administration & Management - Phase III A	\$65,675.00
700	Construction Administration & Management - Phase III B	\$68,075.00
800	Geotechnical Material Testing – Arias (T&M)	\$7,000.00
810	Sidewalk TAS Review – Altura (T&M)	\$1,250.00
815	Sidewalk TAS Inspection – Altura (T&M)	\$1,850.00
	Total Fee =	\$169,500.00

Standard Hourly Rate Table

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

C. Schedule

- A. Authorization to Proceed: Signing of this Agreement for services shall be authorization by PCDC for Consultant to proceed with the work.
- B. The timeline is based on the assumption that the notice to proceed is received on February 9, 2022. Construction will reach substantial completion by January 11, 2023 and a final completion date by February 10, 2023 which includes the average number of rain days per month

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experienced in Central Texas. Substantial completion will be defined in the bid documents to be the Contractor's completion of Impact Way roadway extension and associated utility extensions being constructed and operational in a manner that meets City standards.

C. The services for the project including bidding/award (two and half months) and construction (nine months) will be performed over a total of 12 months with completion dates as noted below.

- | | |
|---|----------------------------|
| • Notice to Proceed | Issued by February 9, 2022 |
| • First Advertisement | February 16, 2022 |
| • Bid Opening | March 18, 2022 |
| • Award | May 2, 2022 |
| • Contractor's Notice to Proceed | May 16, 2022 |
| • Substantial Construction Completion | January 11, 2023 |
| • Final Construction Completion/Close-out | February 10, 2023 |

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

Sincerely,



Darren C Strozewski, P. E.
Principal

Client

BY: Amy Madison
TITLE: Executive Director
DATE: 1/19/22