

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 2
FOR
2019 PAVEMENT REHABILITATION**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Supplemental Agreement No. 2 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Dannenbaum Engineering Company – Austin, LLC ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 14th day of June, 2019 for the 2019 Pavement Rehabilitation project ("Project") in the amount of \$45,635.00; and

WHEREAS, the City and Consultant executed Supplemental Agreement # 1 for Professional Services for the Project in the amount of \$22,193.70 on the 2nd day of October, 2019 to add Bellemeade Blvd. to the construction documents including construction phase services, and to add construction materials testing to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$75,101.00 to add the Yellow Sage design to the construction documents including construction phase services and construction materials testing to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services, and Compensation; and

WHEREAS, it is necessary for the City to amend its agreements from time to time to comply with changes in state law relating to contracts of municipalities.

NOW, THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

1.

Article III. Scope of Services and Exhibit 1, shall be amended as set forth in the attached addendum to Exhibit 1.

Article IV. Compensation to Consultant and Exhibit 2 (Fee Schedule), shall be amended by increasing by \$75,101.00 the amount payable under the Agreement for a total of \$142,929.70, as shown by the attached Addendum to Exhibit 2 (Fee Schedule).

2.


Except as amended hereby and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

**DANNENBAUM ENGINEERING.
COMPANY – AUSTIN, LLC**

(Signature)



(Signature)

Printed Name: Sereniah Breland

Printed Name: Thomas C. Arndt, PE

Title: City Manager

Title: President

Date: _____

Date: 04/06/2020

APPROVED AS TO FORM:



Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

ADDENDUM TO EXHIBIT 1
SCOPE OF SERVICES

EXHIBIT 1

SERVICES TO BE PROVIDED BY ENGINEER DANNENBAUM ENGINEERING COMPANY – AUSTIN, LLC

City of Pflugerville Community Block Development Grant (CBDG) 2020 Pavement Rehabilitation

PROJECT DESCRIPTION

The City of Pflugerville (the City) is requesting design services for the CBDG 2020 Pavement Rehabilitation program. The street to be included in the rehabilitation design is **Yellow Sage Street (Project 5)** from El Malino Drive to Bellemeade Boulevard – See **Map 1**. This professional services agreement (PSA) will include rehabilitation plans for is Yellow Sage Street, which was previously developed to the 30% including design plans and construction cost estimates. The full Plans, Specifications, and Estimates (PS&E) package will be provided is Yellow Sage Street under this PSA. In addition, bidding and construction phase services will be provided.

I. PROJECT MANAGEMENT

- A. **Coordination** with The City of Pflugerville and sub-consultants. Coordination will include correspondence, telephone conversations, faxes, and emails.
- B. **Site Visits:** The Engineer shall conduct one site visit to review the area and potential drainage issues.
- C. **Project meetings:** The Engineer shall attend two project meetings with the Owner to inform the Owner of the project status and conduct two meetings with sub consultants.
- D. **Coordination** with Oncor Electric Delivery for the installation of street lights at the intersections of El Malino/Yellow Sage and at Green Meadow/Yellow Sage.
- E. **Project Management:**
 - 1. **Scheduling.** The Engineer shall maintain an updated version of the Design Schedule for the project.
 - 2. **Progress Reports and Invoices.** The Engineer shall prepare and submit brief monthly progress reports and invoices.

II. CONSTRUCTION DOCUMENTS

- A. **Cover Sheet & General Notes:** The Cover Sheet and General Notes will conform to the City's criteria.
- B. **Typical Sections:** Typical sections shall be required for all proposed and existing roadways. Typical sections shall include width of travel lanes, shoulders and ROW. The typical section shall also include PGL, centerline, pavement design, side slopes, sodding/seeding limits, station limits, limits of embankment and excavation, etc. The

typical sections will generally be the existing pavement width with ribbon curb. The Engineer will look at the possibility of adding sidewalk to one side of the street.

- C. **Grading Plans:** The Engineer shall provide a combined plan, profile and grading plan for the roadways with spot elevations. No pavement markings exist and it is anticipated that no markings will be added. These plans will be prepared at a scale of 1"=40'.
- D. **Drainage:** Detailed drainage design will include the identification of drainage areas, preparation of drainage area maps, and hydrologic calculations. The design of ditches with profiles will be prepared.
- E. **Traffic Control Plan** – The Engineer will prepare simple traffic control plans with erosion and sedimentation controls based on the approved sequence of construction. Standards will be incorporated into the traffic control plan.
- F. **Quantities & Cost Estimate:** The Engineer shall compute all quantities and prepare Cost Estimates.
- G. **Project Manual:** The Engineer shall prepare the project manual including the City's front end documents, bid tab and standard specifications
- H. **Review Comments.** Engineer shall address 90% and 100% review comments from the Yellow Sage Street.
- I. **QA/QC Review.** ENGINEER shall provide PS&E Quality Assurance / Quality Control for the 90% and 100% submittal for Yellow Sage Street.

III. BID PHASE SERVICES

1. Prepare PDF versions of all construction documents, including project manual, for bidding.
2. Attend the pre-bid meeting.
3. Respond to bidder's questions during the bid period.
4. Prepare and distribute project addenda during bid period.
5. Analyze contractor bids, prepare bid tabulation, check references, and make recommendation for award to the responsive apparent low bidder.
6. Furnish paper copies of conformed construction documents to city and contractor at pre-construction conference. (6 copies - 2 to contractor and 4 to city)

IV. CONSTRUCTION PHASE SERVICES

1. Attend the pre-construction conference.
2. Attend 5 Construction Meetings/Site visits, prepare agendas and minutes of meetings
3. Review 6 Contractor Pay Applications
4. Respond to 6 Requests for Information (RFI)
5. Review Submittals
6. Prepare 3 Change Orders if necessary
7. Attend Final Walk-Through and prepare punch list
8. Construction Materials Testing (See Raba Kistner proposal)
9. Prepare Engineer's Concurrence Letter and Record Drawings

V. DELIVERABLES

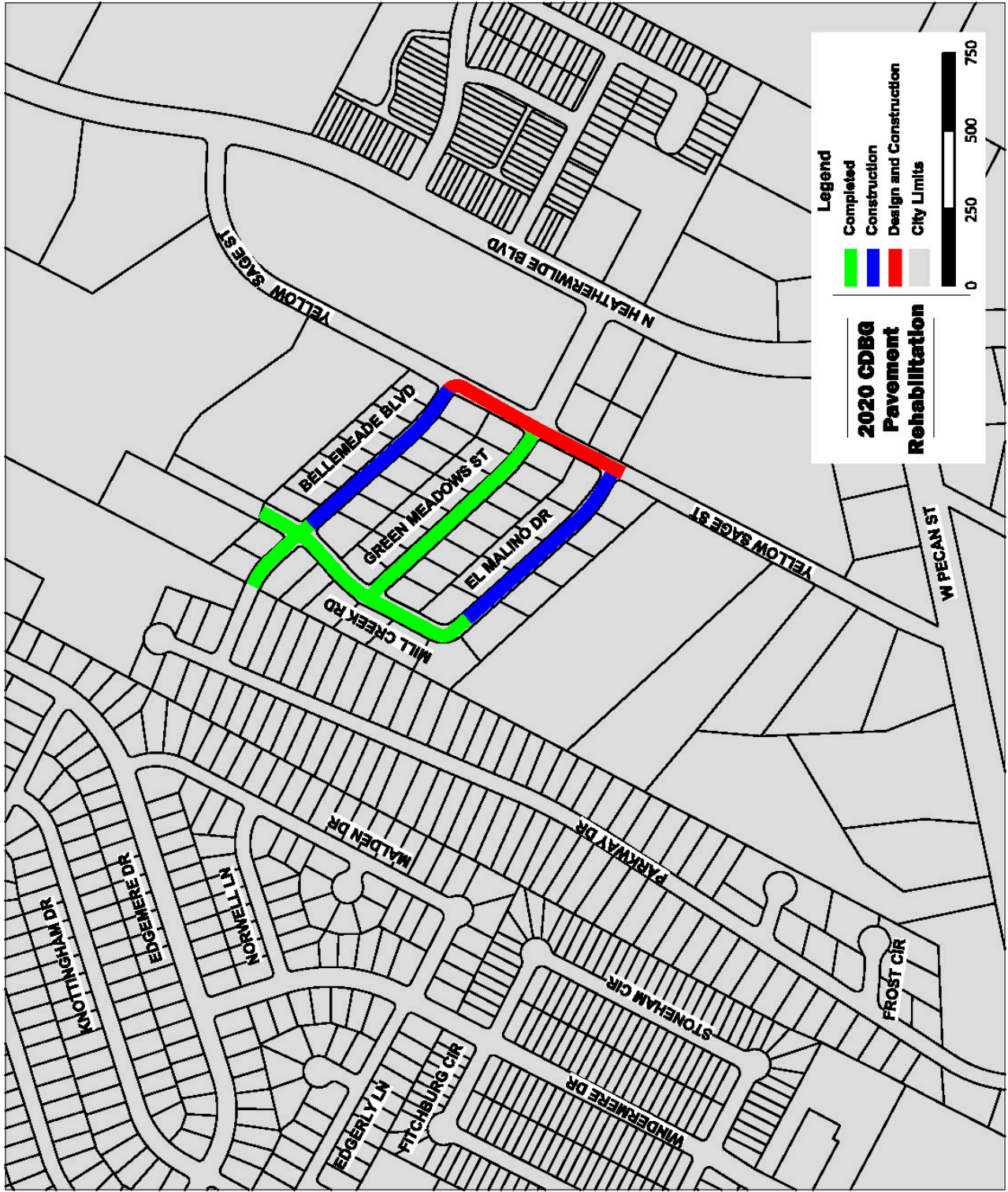
Deliverable Requirements:

1. All contract documents, including hard copies and electronic files, shall be turned over to the OWNER at the completion of the project.
2. Construction plan set submittals at 90% and 100% (Final) for Yellow Sage Street.
3. The project construction manual shall be included with the 100% submittal, and furnished as part of the bid documents.
4. Engineer's Estimated Probable Cost of Construction shall be furnished at the Final submittal.
5. The estimated construction schedule shall be submitted with the Final submittal.
6. Design schedule shall be updated and furnished with each review submittal as changes warrant.
7. All plan sheets shall be developed to half-scale and plotted on 11"x17" bond paper.

VI. EXCLUDED SERVICES

- A. Illumination, with the exception of coordination with Oncor Electric Delivery for the installation of street lights at the intersections of El Malino/Yellow Sage and at Green Meadow/Yellow Sage.
- B. CLOMR or LOMR.
- C. Traffic Impact Analysis.
- D. Permits other than any necessary City permit.

MAP 1 DESIGN AND CONSTRUCTION AREAS



ADDENDUM TO EXHIBIT 2
FEE SCHEDULE

EXHIBIT 2

City of Pflugerville - 2020 Pavement Rehabilitation

YELLOW SAGE - PROJECT 5

100% Design & Construction Phase

Project Task Manhour Budget

March 12, 2020

Task Description	No. of Sheets	Project Manager \$260.00	QA/QC Engineer \$250.00	Senior Engineer \$197.00	Senior Proj Engr \$190.00	Project Engineer \$155.00	Design Engineer \$110.00	Senior Dsgn Tech \$135.00	Clerical \$75.00	Total Man-Hours	Total Cost
Coordination with Owner		8			4				4	16	\$3,140.00
Site Visit (1)		2			2					4	\$900.00
Coordination with Altura		1			2					3	\$640.00
Coordination with Raba Kistner		1			2					3	\$640.00
Coordination with HVJ		2			2					4	\$900.00
Coordination with Oncor Electric Delivery		4			4					8	\$1,800.00
Project Management		8								8	\$2,080.00
Project Management		26			16				4	46	\$10,100.00
Cover Sheet & General Notes	1					2	4	8		14	\$750.00
Typical Sections	1			4			4	8		16	\$1,292.00
3D Model (Geopak)							8			8	\$880.00
Roadway Plan/Profile & Grading Sheets (1"=40')	2	2		8	8	8	16	24		66	\$6,616.00
Ditch Profiles and Hydraulic Calcs	1	1			16		32	32		81	\$6,820.00
Traffic Control Plan with ESC	1	1		4	4		8	16		33	\$2,688.00
Standard Details	1						1	2		3	\$158.00
Quantities & Cost Estimates				2	2	4	6	8		22	\$2,054.00
Project Manual		1		2	2	16			4	25	\$3,814.00
Address Comments		1		2	2	2	4	8		19	\$1,784.00
QA/QC			12							12	\$3,000.00
Construction Documents		6	12	22	34	32	83	106	4	299	\$29,856.00
Bid Phase		4		8	4	8		8		32	\$4,616.00
Preconstruction Conference		2		2	2		4			10	\$1,734.00
Site Visits (5)		4		6	6		6			22	\$4,022.00
RFI's (6)		2		4	6		12			24	\$3,768.00
Submittals		2		4	4	16				26	\$4,548.00
Review Pay Applications (6)					6					6	\$1,140.00
Final Walk-Through		2		2	4					8	\$1,674.00
Change Orders (3)		2		6	6		6	12		32	\$3,502.00
Contract Close-Out & Record Drawings		2		4	4		8	16		30	\$2,160.00
Construction Phase		16		24	38	16	36	28		158	\$22,548.00
TOTAL	7	52	12	54	92	56	119	142	8	535	\$67,120.00

EXHIBIT 2

City of Pflugerville - 2020 Pavement Rehabilitation
YELLOW SAGE - PROJECT 5
100% Design & Construction Phase
March 12, 2020

**ESTIMATED NOT TO EXCEED PAYMENTS FOR SERVICES
AND EXPENSES OF THE ENGINEER**

RATES:

Project Manager-	\$260.00	/hour
QA/QC Engineer-	\$250.00	/hour
Senior Project Engineer:	\$190.00	/hour
Project Engineer -	\$155.00	/hour
Design Engineer-	\$110.00	/hour
Design Technician -	\$135.00	/hour
CADD Technician-	\$87.00	/hour
Clerical -	\$75.00	/hour

DESIGN & BID PHASE:	\$44,572.00
CONSTRUCTION PHASE:	\$22,548.00

SUBCONSULTANTS:

HVJ Associates, Inc. (Construction Phase)	\$	1,975.00
Raba Kistner (Materials Testing)	\$	4,300.00
Altura Solutions, L.P.	\$	1,325.00
Sub-Total	\$	7,600.00

EXPENSES:

Mileage:	50	miles @	\$0.575	\$28.75
Photocopies:	100	each @	\$0.06	\$6.00
Delivery	3	each @	\$15.00	\$45.00
Project Manuals -	5	each @	\$50.00	\$250.00
1/2 Size Sets -	4	each @	\$20.00	\$80.00
Sub-Total			\$	381.00

TOTAL ESTIMATED FEE:	\$75,101.00
-----------------------------	--------------------



1701 Directors Blvd, Ste. 910
Austin, Texas 78744
737.222.5151 Ph
www.hvj.com

February 12, 2020

Tom Arndt
Dannenbaum Engineering Company - Austin, LLC
3409 Executive Center Drive, Suite 129
Austin, Texas 78731

Re: 2018 City of Pflugerville CDBG Street Rehabilitation Program
Construction Phase Services for Yellow Sage
Owner: City of Pflugerville (COP)
HVJ Project No. AP1710437.2

Dear Mr. Arndt:

HVJ Associates, Inc. (HVJ) is pleased to submit this proposal for providing construction phase services for the pavement reconstruction on Yellow Sage and a portion of Bellmeade for Dannenbaum Engineering Company - Austin, LLC (DECA). This letter provides a summary of HVJ's technical services and a fee estimate. The scope of work includes construction phase work for the local street Yellow Sage as part of the 2018 street rehabilitation program funded by a Community Development Block Grant (CDBG).

Construction Phase Services

HVJ anticipates providing construction phase services to will as requested the following items:

- Respond to RFIs during the Construction Phase regarding the pavement design,
- Attend field meetings with Dannenbaum and the City of Pflugerville,
- Review pavement material test reports provided by the City of Pflugerville, and
- Review Standard Pavement Material Specifications,

Plan Review

HVJ will review the DECA construction documents to confirm HVJ's pavement design recommendations are properly addressed and incorporated into the construction.

Schedule

HVJ proposes to work on the project based on the schedule of the selected general contractor.

Fees

Based on the scope of work and conditions as outlined HVJ will invoice on a time and materials basis not to exceed amount of \$1975. Rates will be the same as the previous design project.

Mr. Tom Arndt, PE
AP1710437.2
February 12, 2020

Insurance

Insurance certificates verifying HVJ's general liability, auto, worker compensation, and errors and omissions insurance coverage, listing Dannenbaum Engineering Company - Austin, LLC (DECA) as a certificate holder, will be provided upon request.

Invoices

Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJ credit terms are 30 days net.

Conditions

The following assumptions were made in the development of this proposal:

- DECA will provide HVJ with a copy of all the final PS&E bid documents.
- DECA will provide HVJ all contractor submittals and materials testing results related to pavement construction. Any testing will be collected by others and paid for by the City of Pflugerville.
- HVJ is not responsible for review or approval of contractor pay applications.
- HVJ is not including any field testing in this scope of work.
- All CME testing will be provided by another firm selected by the City of Pflugerville.

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. Thank you for this opportunity. We appreciate your business.

Sincerely,

HVJ ASSOCIATES, INC.



R. F. (Frank) Carmichael III, PE
Senior Pavement Engineer

FC/fc

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone Number: _____ 512-427-3227 _____

Date to Start Work: _____

Mr. Tom Arndt, PE
 AP1710437.2
 February 12, 2020

Construction Phase Support Engineering					
Yellow Sage					
City of Pflugerville					
HVJ Proposal No. AP1710437.2					
Pavement Engineering	Units		Rate		Total
Senior Pavement Engineer, PE	8	@	\$175.00	hr	\$1,400.00
Project Engineer, PE	0	@	\$125.00	hr	\$0.00
Staff Engineer, EIT	5	@	\$100.00	hr	\$500.00
Sr. FWD Eng Tech	0	@	\$60.00	hr	\$0.00
Eng Tech	0	@	\$40.00	hr	\$0.00
				Subtotal	\$1,900.00
Direct Expenses					
Site Visit Mileage	100	@	\$0.75		\$75.00
				Subtotal	\$75.00
				Total	\$1,975.00

[Delivered by Email to: Tom.Arndt@dannenbaum.com]
PAD20-009-00
January 28, 2020



8100 Cameron Road, Suite B-150
Austin, TX 78754

Mr. Tom Arndt
Dannenbaum Engineering
3409 Executive Center Dr., Suite 129
Austin, TX 78731

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

**Re: Construction Materials Testing Services
Pflugerville 2019 CDBG Road Rehab – Yellow Sage Road
Yellow Sage Road
Pflugerville, TX**

Dear Mr. Arndt:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit our proposal to provide the construction materials observation and testing services on the project referenced above.

We propose an estimated budget of **\$4,300** for testing and observation services for the referenced project. This budget is based on our understanding of the project, an estimate of quantities, and past experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times that the client or their representative requests our services will affect the suggested budget. Services will be provided on a call-out basis for the cost-estimate spreadsheet attached to this proposal. The scope of work includes the observation and testing of the following construction materials:

- Soils laboratory testing, in-place field nuclear density testing
- Concrete compressive strength specimen sampling, testing, and reporting, and
- Asphalt aggregate testing and observations

This proposal may serve as RKCI's work agreement for the referenced project. Please sign this proposal, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for RKCI to provide these services. If you choose to issue your own purchase order or work agreement, please reference our proposal number.

Thank you for allowing RKCI the opportunity to submit our proposal for the construction materials observation and testing services. We have a fully-equipped AASHTO Accredited laboratory and we look forward to providing these services to you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (512) 339-1745.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Approved
By:

(Signature)

(Printed or Typed Name)

David A. Brown
CoMET Estimating Project Manager
DB:me

(Title)

Attachments: Cost Estimate Breakdown
Scope of Work
Report Distribution
Terms and Conditions

(Company Name)

(Date)

COST ESTIMATE BREAKDOWN				
Project Name:	Pflugerville 2019 CDBG Road Rehab - Yellow Sage Rd			
Project Location:	Yellow Sage Road, Pflugerville, Texas			
Contact Name:	Mr. Tom Arndt			
Client:	Dannenbaum Engineering			
Address:	3409 Executive Center Dr. Suite 129			
City/State /Zip	Austin, Texas 78731			
Phone Number:	512-427-3227			
E-Mail:	Tom.Arndt@dannenbaum.com			
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT 113-E (Includes Atterberg Limits and Sieve Analysis)	\$360.00	each	2	\$720.00
Unconfined Compression, TxDOT 120-E, Part II (Includes Atterberg Limits and Sieve Analysis)	\$360.00	each	1	\$360.00
Unconfined Compression, TxDOT 120-E, Part I	\$70.00	each	9	\$630.00
Sample Preparation (molding of samples)	\$60.00	hour	3	\$180.00
Field Testing/Observation				
In-Place Nuclear Densities	\$15.00	each	6	\$90.00
Materials Technician	\$48.00	hour	9	\$432.00
Materials Technician (overtime)	\$63.00	hour	0	\$0.00
Vehicle Travel Charge	\$20.00	trip	3	\$60.00
Subtotal				\$2,472.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$18.00	each	5	\$90.00
Field Testing/Observation				
Materials Technician	\$48.00	hour	5	\$240.00
Materials Technician (overtime)	\$63.00	hour	0	\$0.00
Vehicle Travel Charge	\$20.00	trip	2	\$40.00
Subtotal				\$370.00
ASPHALT				
Laboratory Testing				
Bag Sample (Extraction, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical Specific Gravity)	\$340.00	each	1	\$340.00
Density of Asphalt Cores	\$80.00	each	2	\$160.00
Field Testing/Observation				
Materials Technician	\$48.00	hour	4	\$192.00
Vehicle Travel Charge	\$20.00	trip	1	\$20.00
Subtotal				\$712.00
PROJECT ADMINISTRATION				
Project Coordinator	\$67.00	hour	2	\$134.00
Project Engineer	\$155.00	hour	1	\$155.00
Subtotal				\$289.00
Reporting, Engineer Review, and Report Distribution		10% of total cost		\$384.30
GRAND TOTAL				\$4,227.30

SCOPE OF WORK
Construction Materials Testing Services
Pflugerville 2019 CDBG Road Rehab – Yellow Sage Road
Yellow Sage Road
Pflugerville, TX

General:

1. We understand that Dannenbaum Engineering will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3-hour minimum charge per each site visit. We request twenty-four (24) hour notification to properly schedule our work.
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

Travel Time (Round Trip).....	1 Hour
Vehicle Travel Charge	\$20 Trip

4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day.
5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Bexar County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.
6. A 10 percent project engineer review, administration, and report distribution cost will be added to all invoices.
7. Raba-Kistner will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

PAD20-009-00
January 28, 2020

REPORT DISTRIBUTION LIST

Please provide RKCI with project distribution for our submittal of reports on this project. Unless otherwise indicated, testing and observation reports will be distributed via email.

Client: _____

Attention: _____

Phone No.: _____ Email: _____

Architect: _____

Attention: _____

Phone No.: _____ Email: _____

Engineer: _____

Attention: _____

Phone No.: _____ Email: _____

Contractor: _____

Attention: _____

Phone No.: _____ Email: _____

Other: _____

Attention: _____

Phone No.: _____ Email: _____

Please return this Attachment via fax or mail with signed Authorization.



January 22, 2020

Tom Arndt
Dannenbaum
3409 Executive Center Drive, Suite 129
Austin, Texas 78731

RE: TAS Proposal for the *Yellow Sage Street* Project

Dear Tom:

This is a proposal for the project registration, plan review, and inspection of the *Yellow Sage Street* Project in Pflugerville, Texas for compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS).

Altura Solutions proposes to perform the project registration with TDLR, perform the plan review, and inspection for compliance with the TAS.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink that reads "Jesús Lardizábal". The signature is written in a cursive style and is contained within a light gray rectangular box.

Jesús Lardizábal,
RAS #1051
President

PROJECT SCOPE AND DESCRIPTION

New sidewalk in the City of Pflugerville on the residential, west side of the street.

SCOPE OF WORK

Altura Solutions proposes to perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

SCHEDULE

Altura Solutions will perform the project registration within one working day of receiving the required documents and registration fee.

Altura Solutions will perform the plan review and provide a report of findings within ten working days after receiving all required documents.

Altura Solutions will perform the final inspection and deliver the Inspection Report within ten working days of receiving access to the facility.

DELIVERABLES

The following items will be produced and delivered by Altura Solutions as part of this project:

- Altura Solutions will provide proof of project registration via the TDLR Proof of Registration Sheet.
- Altura Solutions will provide the Plan Review Report detailing the non-compliant findings of the facility for the Texas Accessibility Standards (TAS).
- Altura Solutions will provide the Inspection Report detailing the findings of the final inspection of the facility.

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

- Project Registration (reimbursable)\$175.00
- TAS Plan Review Report.....\$550.00
- TAS Inspection Report\$600.00

The total proposed consulting fee under this agreement is one thousand three hundred twenty-five dollars and zero cents (\$1,325.00).

To initiate services, the following items must be provided:

- Signed agreement
- Completed TDLR forms
- Half-sized hardcopy set of drawings provided by the client.
- A check for \$725.00 for the Project Registration and Plan Review fees should be made out to Altura Solutions, L.P.

The fees listed above are limited to one final plan review and one hour of technical assistance/consulting, and one final inspection. Preliminary reviews, plan review revisions, meetings, site visits, re-inspections, and additional consulting will be considered additional services and will be billed in addition to the contract amount above. This consulting rate is \$175 per hour. All fees valid for six months from date of proposal.

LIMIT OF LIABILITY

Client agrees that Altura Solutions, L.P.’s limit of liability for any claim against it for services performed under this contract shall be limited to the total of fees paid to Altura Solutions, L.P. pursuant to this agreement, but excluding the Texas Department of Licensing and Regulation (TDLR) required project filing fees.

Altura Solutions, L.P.

Client

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____