

**EXHIBIT 4**  
**AUTHORIZATION OF CHANGE IN SERVICE**

CONTRACT NAME:	FM 110 Connection Dr.	NUMBER:	221-195
CONTRACTOR:	Garver, LLC		
ORIG. CONTRACT DATE:	8-5-21	RESOLUTION NO:	
CITY REPRESENTATIVE:	Kirk Abbott, P.E.	DEPT:	Engineering
DATE:	7-20-22	ACIS NO.:	01

DESCRIPTION OF WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES:

Add Engineering Design Phase Services for FM 110 Connection Drive, including 60%, 90% and 100% plan submittals. Refer to Attachment 1 – Scope of Work and Attachment 2 – Fee Summary.

Original Contract Amount:		\$ 49,962.22
Previous <b>Increases/Decreases</b> in Contract Amount:		\$
CURRENT CONTRACT AMOUNT:		\$ 49,962.22
This <b>Increase/Decrease</b> in Contract Amount:		\$ 154,610.00
REVISED CONTRACT AMOUNT:		\$ 204,572.22

**CONTRACTOR:**

 Glenn Gregory  
2022.07.21  
10:53:57-05'00'

Signature

7/21/22

Date

Glenn G. Gregory, Jr./Vice President

Print Full Name / Title (if not in individual capacity)

**CITY:**

Signature

Date

Print Name / Title

*City Department Use Only Below This Line (PM, POC, etc.).*

Account Number(s):	Amount	Date
# 50036312-70200	\$ 983.75	
# 50036369-70200	\$ 1,001.78	
# 50036359-70200	\$ 60,000.00	
50036383-70200	\$ 92,624.47	

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**Project Understanding**

The work to be performed by Garver, LLC (Garver or the Consultant) under this contract will consist of providing Design Phase (60%, 90%, 100% Documents), Bid and Construction Phase Services for the FM 110 Connection Drive at San Marcos Airport. The project consists of the following improvements:

- General Description – Proposed roadway connection from future FM 110 to Airport Drive, including a roundabout, drainage improvements and utility adjustments/relocations.

**Basic Scope of Services**

Design Phase (60/90%/100%)

1. Project Management and QA/QC: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, and quality management so that project milestones and deliverables meet schedule and budget constraints.
2. Meetings
  - a. Project Coordination Meetings: Two (2) utility coordination meetings have been budgeted for the Design Phase. It is assumed that meetings will be held at the beginning of the 60% and 90% design. Garver will attend meetings with City of San Marcos Staff to determine project constraints and needs as well as discuss design considerations.
  - b. Project Meetings: Monthly project virtual meetings for a total of four (4) project meetings have been budgeted for the Design Phase, in addition, 1 meeting following each milestone submittal (60% and 90%) for a total of six (6) meetings.
3. Tasks
  - a. Topographic and Tree Survey: Consultant will prepare additional limits of topographic and tree survey for the green boundary area, as shown in the attached exhibit (Exhibit A), for the purpose of preparing Design Documents. Consultant will prepare an electronic map showing the following:
    - i. Confirm Project Control (2 to 3 monuments). These control points will be shown on the Project Layout.
    - ii. Existing trees, size and type (at minimum caliper inches required by City CIP) – 9" and above caliper for Native Oaks, Elms, Madrone, and Pecan, Celtis Occidentalis (Hackberry), Juniperus Virginiana, Juniperus Ashei (Common Cedar), Chinaberry, mesquite and Ligustrum trees per San Marcos City Ordinances, Section 5.5.2.2-(g)(2).
    - iii. Shots at top of nut of water and gas valves. Water, Sewer, and Drainage maps will be required to be provided by City prior to survey.
    - iv. Identify all visible and above grade utilities, and manholes with invert elevations and tied to existing control points/ City benchmarks (if any). Underground site utilities will be located by Dig-Tess only. Locate telecom lines where easement crosses Airport drive near the main entrance gate/proposed roundabout area –

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(currently shown in plans based on as-built drawings and have not been confirmed by survey)

- v. Full topography and survey for the proposed FM 110 connection including the green boundary area, as shown in the attached exhibit (Exhibit A)
    - vi. Locate and survey geotechnical borings, channel material and geometry, and extra cross-sections at the request of the City. Locations of cross-sections will require pre-staking by the City or City's Engineer prior to survey.
  - b. Data Collection: Project Site visit and review of data collected.
  - c. Roadway Design: Consultant will refine roadway geometry and details.
  - d. Drainage Design: Consultant will refine drainage analysis/design, develop ditch design and roadway cross culvert sizing.
  - e. Erosion/Sedimentation Control: Consultant will develop erosion and sedimentation control measures to be included in the plans and details.
  - f. Traffic Control: Consultant will provide standard traffic control details for construction of the improvements. A detailed traffic control plan will be developed for Airport Drive and FM 110 Connection Drive.
  - g. Traffic: Develop signing and pavement marking plans for proposed improvements (signing and pavement markings to be included on same layout).
  - h. Cross Sections: Develop cross sections along proposed roadways every 50'.
  - i. Utility Coordination: Review project to determine utility conflicts.
  - j. Proposed Utility Adjustments (Water Line Only): Develop proposed water line/fire hydrant adjustment plans (plan view only)
  - k. Tree Protection and Removal Plan: Develop protection measures for existing trees
  - l. Permitting:
    - i. Texas Commission on Environmental Quality (TCEQ) Storm Water Permit: Consultant will prepare and submit a TCEQ Stormwater Pollution Prevention Plan.
4. Deliverables:
- a. Monthly Status Report: Consultant will provide a monthly status report, including a brief summary of work completed.
  - b. 60%: Consultant will provide one (1) pdf (1"=40' H & 1"=10' V) electronic copy. At a minimum, the plan set will contain the following:
    - i. Cover Sheet

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- ii. Index
- iii. General Notes
- iv. Project Layout Sheet: Consultant will provide a layout of the project with plan sheet references.
- v. Survey Control layout sheets (not included). Survey monuments/control points to be included in the project layout.
- vi. Typical Sections
- vii. Traffic Control Plan Sheets
- viii. Removal Plans
- ix. Roadway Plan and Profile Sheets
- x. Intersection Grading Sheets
- xi. Driveway Summary (Table)
- xii. Drainage Plan Sheets
  - 1. Drainage Calculations
  - 2. Drainage Area Map
  - 3. Drainage Plans – no profiles included
  - 4. Drainage Culvert Layouts
- xiii. Signing and Pavement Marking Layouts
- xiv. Tree Protection and Removal Table
- xv. Erosion Control Sheets
  - 1. SW3P Narrative and Plans
  - 2. EPIC
- xvi. Cross Sections
- xvii. Water Line (Plan only) Sheets
- xviii. List of Standard Details: City of San Marcos details will be used where available. City of Austin details will be used otherwise.
- xix. List of Standard Specifications: City of San Marcos Division 1 specifications will be used. City of Austin standard specifications will be used.

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- xx. List of Project Specific/Special Specifications
  - xxi. List of Project Specific/Special Details
  - xxii. Engineer's Opinion of Probable Construction Costs (OPCC).
- c. 60% Comment Response Letter.
- d. 90%: Consultant will provide one (1) pdf electronic copy. The plan set will also contain the following:
- i. Cover Sheet
  - ii. General Notes
  - iii. Project Layout Sheet: Consultant will provide a layout of the project with plan sheet references.
  - iv. Overall Quantity Sheet: Consultant will provide a quantity table that includes individual sheet quantities and the overall project quantities.
  - v. Summary Sheets by Discipline
  - vi. Typical Sections
  - vii. Traffic Control Plan Sheets
  - viii. Removal Plans
  - ix. Roadway Plan and Profile Sheets
  - x. Intersection Grading Sheets
  - xi. Driveway Summary (Table)
  - xii. Drainage Plan Sheets
    - 1. Drainage Calculations
    - 2. Drainage Area Map
    - 3. Drainage Plans – no profiles included
    - 4. Drainage Culvert Layouts
  - xiii. Signing and Pavement Marking Layouts
  - xiv. Tree Protection and Removal Table
  - xv. Erosion Control Sheets
    - 1. SW3P Narrative and Plans

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2. EPIC

- xvi. Cross Sections
  - xvii. Water Line Plan Sheets:
  - xviii. Detail Sheets
  - xix. Engineer's OPCC.
  - xx. Construction Project Schedule: Consultant will develop a Construction Schedule for the project consisting of design, bid and construction phases. The schedule will be updated during design.
- e. 90% Comment Response Letter.
- f. Final 100%: Consultant will provide one (1) unsealed DRAFT pdf electronic copy and one (1) unsealed copy of specifications. Upon approval by the City, two (2) hard copies of 11" x 17" plan sets, one (1) pdf copy, and one (1) CAD copy of the sealed plans and sealed copy of specifications will be provided.
- g. GIS plan review checklist. Complete when providing CAD and pdf of 100% design.
- h. Bid Form: Consultant will provide the Bid Form in Excel format provided by city.
- i. Construction Check List: fill out checklist provided by city and return

**Supplemental Scope of Services**

Geotechnical Investigation and pavement design will be performed by others.

Environmental Services will be considered additional services.

Bid Phase

1. Project Management: This task consists of routine (email) communication with the City and other activities associated with managing the project.
2. Attend Pre-Bid Meeting: Consultant will assist the City in conducting Virtual pre-bid meeting, providing brief project outline and answering questions.
3. Answer Questions: Consultant will coordinate with the City for issuing responses for contractor technical questions and requests for additional information from potential bidders. City will issue formal addendum.
4. Addenda: Consultant will prepare responses to pre-bid questions and submit to City before deadline. City to develop and issue formal addenda required to clarify, correct or change the bid documents.

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5. Bid Tabulation and Recommendation of Award: Consultant will prepare bid tabulation of all bids and check references, by telephone, of the low bidder and second low bidder. Consultant will prepare a one-page letter summarizing the review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City will make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
6. Deliverables: Consultant will incorporate addenda items in the Construction Plans; include addenda in the bound Project Manual; and issue a "Conformed" set of plans for construction. One 11x17 bound print.
  - a. Conformed Plans: Consultant will provide one (1) electronic copy of Construction Plans in pdf, one (1) CAD copy, one (1) 11" x 17" plan sets.

Construction Phase

1. Project Management: This task consists of routine communication with the City.
2. Attend Pre-Construction Conference: Consultant will attend a Pre-Construction Conference prior to commencement of work.
3. Submittal Review: Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Ten (10) submittals have been assumed.
4. Response to Requests for Information/Modifications: Consultant will respond to reasonable and appropriate Contractor requests for information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Five (5) RFI's have been assumed.
5. Consultant will attend monthly site meetings/progress meetings for duration of construction with City (run by City). Assume twelve (12) meetings.
6. Pay Application Review: City will review and approve quantities with contractor for payment. City will provide pay request to Consultant for review and signature based on observations, review of applications for payment and accompanying supporting documentation. Review of twelve (12) Pay Applications has been assumed.
7. Review of Change Orders: Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
8. Substantial Completion: Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
9. Final Notice of Acceptability of the Work: Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and

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the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

**10. Deliverables:**

- a. Submittal Log: Consultant will prepare a spreadsheet for identifying required submittals that the Contractor must provide as well as tracking to-date submittals and RFI's provided by the Contractor. An updated Submittal Log will be submitted to the City on a monthly basis.

**Record Drawings**

1. Record Drawings: Consultant will review the Contractor's redline as-built drawings and incorporate deviations from the construction drawings as appropriate. Record drawing information will be based solely on the provided marked-up drawings and appropriate field documentation received from the City. Consultant will deliver one (1) set of half size 11" x 17" plan set pdf for review.
2. Deliverables: After review, Consultant will deliver one (1) pdf electronic copy and one (1) CAD copy, GIS file and certifications

**Schedule**

The following project milestones are estimated and may require modification pending preliminary engineering results and construction timeframe constraints:

- 60% Design Documents Submittal (90 days)
- 90% Design Documents Submittal (60 days)
- 100% Design Documents Submittal (30 days)

The estimated timeframes identified do not include time for City review of submittals.

**City Responsibilities**

1. The City will provide to Garver all data in the City's possession relating to Garver's services on the Project. Garver will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to Garver whenever the City observes or becomes aware of any development that affects the scope or timing of Garver's services.
3. The City will examine information submitted by Garver and render in writing or otherwise provide comments and decisions in a timely manner.
4. The City will obtain all necessary right-of-entries from required landowners.
5. The City will provide Title Reports for properties with proposed easements.



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6. The City will obtain all permanent sanitary sewer line, access, and temporary construction easements, including services such as appraisal of properties, negotiations with the property owners, and actual purchase of the easements.

**Additional Services**

Additional Services to be performed, if authorized in writing by the City, but which are not included in the above-described Basic and Supplemental Scope of Services, and once a mutually agreed upon fee is negotiated are as follows:

1. Performing Geotechnical Investigation or Subsurface Utility Engineering (by others).
2. Performing Environmental Investigation or Environmental permit preparation and submittal.
3. Performing title searches for easement or joint-use agreement preparation.
4. Preparation of additional easement/ boundary exhibits beyond the number identified in the Scope of Services.
5. Acting as an agent of the City in the acquisition of permanent or temporary easements.
6. Preparation of platting documents and/or real property survey for site acquisition.
7. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above.
8. Preparing applications and supporting documents for government grants, loans, or planning advances.
9. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
10. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.

## Attachment 2

### City of San Marcos FM 110 Connection Drive Design, Bid and Construction Phase FEE SUMMARY

<b>Service</b>	<b>Estimated Fees</b>	
Design Phase (60%, 90%, 100%)	\$ 133,210.00	(includes ODEs)
Design Survey (subconsultant - Byrn)	\$ 21,400.00	
<b>Total Design Phase Fee</b>	<b>\$ 154,610.00</b>	

<b>Supplemental Services</b>	<b>Estimated Fees</b>
Bid Phase	\$ 14,668.00
Construction Phase	\$ 32,242.00
Record Drawings	\$ 8,524.00
Record Dwg Survey (subconsultant - Byrn)	\$ 26,790.00
<b>Total Fee (includes Design Phase)</b>	<b>\$ 236,834.00</b>

## Attachment 2

### City of San Marcos FM 110 Connection Drive

#### Design, Bid and Construction Phase

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	AM-1	MANHOUR SUBTOTALS	FEE SUBTOTALS
	\$294.00	\$239.00	\$196.00	\$168.00	\$139.00	\$120.00	\$69.00		
	hr	hr	hr	hr	hr	hr	hr		
<b>Design Phase (60%, 90%, 100%)</b>									
<b>1 Project Management</b>									
Project Admin and Coordination	20								
Monthly Progress Report and Invoicing	9						8		
Quality Control Review	24	40							
<b>2 Meetings</b>									
Project Coordination (Utility) Meetings (2)	2		2				1		
Project Meetings (6)	6		6				3		
<b>3 Design Phase - Tasks</b>									
<b>A Topographic Survey</b>									
Review Survey deliverable			2			1			
<b>B Data Collection</b>									
Site visit - post survey			4			4			
Review Data collected					4				
<b>C Roadway Design</b>									
Refine Roadway geometry and Design			1		4	12			
<b>D Drainage Design</b>									
Refine Drainage Areas			4		4	8			
Perform Drainage Calculations			2		8	8			
Develop Ditch Design			1		4	12			
Confirm Capacity of Existing Detention Facility			4			8			
Calculate Cross Culverts Sizing			1		8	8			
<b>E Erosion/Sedimentation Control</b>									
Develop Erosion control measures			2			16			
<b>F Traffic Control</b>									
Develop Traffic Control Phasing			8			20			
<b>G Traffic</b>									
Develop Signing and Pavement Markings			2			16			
<b>H Cross Sections</b>									
Develop Cross Sections (proposed roadways) every 50'			4			40			
<b>I Utility Coordination</b>									
Review utility conflicts	1		2			8			
<b>J Proposed Utility Adjustments</b>									
Develop Water Line and Fire Hydrant Adjustments			8			16			
<b>K Tree Protection/Removal Plan</b>									
Develop Tree Protection Measures	1		2			8			
<b>4 Design Phase - Plan Development</b>									
Update Cover Sheet			2			4			
Develop Index of Sheets	1		2			8			
Develop General Notes Sheet	1		2			8			
Update Project Layout Sheet			1			4			
Develop Summary/Quantity Sheets by Discipline			4			12			
Develop Overall Quantity Sheet			2			8			
Update Typical Sections			2			8			
Develop Removal Plans	1		4			8			
Update Roadway Plan and Profile Sheets	1		8			32			
Develop Intersection Grading Sheets			8			16			
Develop Driveway Summary Table & Details			2			8			
Develop Drainage Plan Sheets (no profiles)			4			8			
Develop Drainage Area Map Sheets			4			8			
Develop Drainage Calculation Sheets			8			8			
Develop Culvert Layouts (3)			8			20			
Develop Signing Sheets			8			20			
Develop Pavement Marking Sheets			4			16			
Develop Tree Protection and Removal Table and Details			2			8			
Develop SW3P Narrative and SW3P sheets			8			12			
Develop EPIC sheet	1		2			8			
Develop Cross Section Sheets			4			24			
Develop Water Line Plan Sheets (plan only)			4			12			
Standards and Details	1		8			12			
Specifications	1		4			8			
Develop Construction Project Schedule	1		8				8		
Develop/Update Cost Estimate (60%, 90%, Final)	3		9			12			
Review City's comments and develop Comment Responses	2		8						
Develop Bid Form	1		2			2	8		
<b>Subtotal - Design Phase (60%, 90%, 100%)</b>	<b>77</b>	<b>40</b>	<b>187</b>	<b>0</b>	<b>32</b>	<b>479</b>	<b>28</b>	<b>843</b>	<b>\$ 132,710.00</b>

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	AM-1	MANHOUR SUBTOTALS	FEE SUBTOTALS
	\$294.00	\$239.00	\$196.00	\$168.00	\$139.00	\$120.00	\$69.00		
	hr	hr	hr	hr	hr	hr	hr		
SUPPLEMENTAL SERVICES									
Bid Phase									
Project Management	8								
Pre-Bid Meeting	2		2						
Addenda, Pre-Bid Question Responses	1		8				16		
Bid Tabulation and Recommendation	1		4				16		
Conformed Plan Set	2		8				20		
Subtotal - Bid Phase	14	0	22	0	0		52	0	88 \$ 14,668.00
Construction Phase									
Project Management	12								
Pre-Construction Conference			4						
Submittal Review (10 submittals)	2		20						
Response to Requests for Information/Modifications (5 RFIs)	2		16						
Monthly Site Meetings (12)			48						
Review of Change Orders	2		16						
Substantial Completion Site Visit	4		4						
Final Acceptance Site Visit and Completion Recommendation	4		4						
Submittal Log spreadsheet - submit to City monthly	1		12						
Subtotal - Construction Phase	27	0	124	0	0		0	0	151 \$ 32,242.00
Record Drawings									
Review Contractor's redlines and incorporate into plans	2		16				40		
Subtotal - Record Drawings	2	0	16	0	0		40	0	58 \$ 8,524.00
Hours	120	40	349	0	32		571	28	1,140
Labor Costs	\$35,280.00	\$9,560.00	\$68,404.00	\$0.00	\$4,448.00	\$68,520.00	\$1,932.00	\$188,144.00	
SUBTOTAL - DESIGN PHASE LABOR:									\$132,710.00
DIRECT NON-LABOR EXPENSES									
Document Printing/Reproduction/Assembly									\$300.00
Travel Costs									\$200.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES (DESIGN PHASE):									\$500.00
SUBCONSULTANT'S DESIGN SURVEY FEE:									\$21,400.00
TOTAL ENGINEERING DESIGN PHASE FEE:									\$154,610.00
SUPPLEMENTAL SERVICES									
BID PHASE									\$14,668.00
CONSTRUCTION PHASE									\$32,242.00
RECORD DRAWING PHASE									\$8,524.00
SUBCONSULTANT'S RECORD DWG SURVEY FEE:									\$26,790.00