

EXHIBIT 4
AUTHORIZATION OF CHANGE IN SERVICE

AGREEMENT/ SERVICES NAME:	219-113 Linda Drive Improvements	
CITY REPRESENTATIVE:	Kirk Abbott, P.E.	
CONTRACTOR:	LNV, Inc.	
CONTRACT EFFECTIVE DATE:	May 28, 2019	
THIS AUTHORIZATION DATE:	January 28, 2020	AUTHORIZATION NO.: 02

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

Provide electrical design services to convert the existing overhead to underground located on Linda Drive from River Road to Rebecca Street, approximately 3,000 feet. See attached LNV's Fee Proposal Worksheet, Attachment A and Schneider Engineering's Proposal, Attachment B.

Original Contract Amount:	NTE	\$911,108.00
Previous Increases/Decreases in Contact Amount:	NTE	\$15,592.00
This Increase/Decrease in Contract Amount:	NTE	\$61,770.00
Revised Contract Amount:	NTE	\$988,470.00

CONTRACTOR:


Signature

01/28/20
Date

Byron Sanderfer, P.E. / 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, etc.).

Account Number(s):		
#	{Date}	{Amount}
#	{Date}	{Amount}
#	{Date}	{Amount}

**City of San Marcos
Capital Improvements/Engineering**

Fee/Price Proposal Breakdown for Professional Services

Project Name:	Linda Drive Improvements
Name of Firm:	LNV, Inc.
Date Proposal Submitted:	1/22/2020
Project Manager:	Byron Sanderfer, PE, CFM

Position/Personnel Title	Principal	Department Head/Sr. Project Manager	Project Manager	Senior Engineer/Architect	Project Engineer	EIT IV	EIT III	CADD Tech III/Eng Tech III	CADD Tech II/Eng Tech II	Admin/Clerical	RPLS	SIT	2-Man Survey Crew	3-Man Survey Crew	Schneider
Fully-Loaded Hourly Wage Rates * (as defined below)	\$225.00	\$205.00	\$170.00	\$149.00	\$140.00	\$105.00	\$96.00	\$105.00	\$95.00	\$80.00	\$140.00	\$94.50	\$180.00	\$210.00	Schneider
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Preliminary Engineering Report (PER)(30%)	0	0	2	0	4	6	0	0	0	0	0	0	0	0	12
Coordination with City and Schneider			2		4	6									12
Electrical Services provided by Schneider															0
															0
															0
Design Phase (60%)	0	0	2	0	4	6	0	0	0	0	0	0	0	0	12
Coordination with City and Schneider			2		4	6									12
Electrical Services provided by Schneider															0
															0
															0
Design Phase (90%)	0	0	2	0	4	6	0	0	0	0	0	0	0	0	12
Coordination with City and Schneider			2		4	6									12
Electrical Services provided by Schneider															0
															0
															0
100% Design Phase	0	0	2	0	4	6	0	0	0	0	0	0	0	0	12
Coordination with City and Schneider			2		4	6									12
Electrical Services provided by Schneider															0
															0
															0
Bid Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical Services provided by Schneider															0
															0
															0
Construction Phase	0	0	2	0	4	6	0	0	0	0	0	0	0	0	12
Coordination with Schneider			2		4	6									12
Electrical Services provided by Schneider															0
															0
															0
Record Drawing Phase	0	0	1	0	2	4	0	0	0	0	0	0	0	0	7
Coordination with Schneider			1		2	4									7
Electrical Services provided by Schneider															0
															0
															0
Additional Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
															0
Total Hours:	0	0	11	0	22	34	0	0	0	0	0	0	0	0	67
Total Fee Proposal (Not to Exceed):	\$0	\$0	\$1,870	\$0	\$3,080	\$3,570	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,250.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

SCHNEIDER ENGINEERING, LTD.



PROFESSIONAL SERVICES AGREEMENT

PREPARED FOR
LNV, INC.

JANUARY 22, 2020

“LNV, Inc.” as CLIENT engages “SCHNEIDER ENGINEERING, LTD.” as CONSULTANT to perform professional services for the assignment described as follows:

- I. **SERVICES:** CONSULTANT agrees to perform engineering and/or consulting services on an as-needed basis to support projects assigned by the CLIENT.

SEE ATTACHMENT 1: Proposal for Linda Drive Overhead to Underground Conversion

- II. **COMPENSATION:** The CONSULTANT’S periodic compensation will be a percentage of completion of each milestone during the billing period. The CONSULTANT shall submit an invoice statement to the CLIENT monthly for all compensation due hereunder.
- III. **PAYMENTS:** CONSULTANT will invoice CLIENT periodically in amounts earned under this Agreement. CLIENT agrees to promptly pay CONSULTANT at his office, the full amount of each such invoice upon receipt. CLIENT agrees to pay a charge of one and one-half (1.5) percent per month on all invoiced amounts not paid within thirty (30) calendar days of the date of the invoice, calculated from the date of the invoice.
- IV. **TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of CONSULTANT’S services by CLIENT or by CONSULTANT upon seven (7) days’ written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except CLIENT shall pay CONSULTANT the full amount specified in paragraph II, with respect to any SERVICES performed to the date of termination.
- V. **LIABILITY LIMITATION:** CONSULTANT’S liability to CLIENT for any reasons beyond generally accepted standard of care in performing the SERVICES of this Agreement shall not exceed the amount of COMPENSATION received by CONSULTANT for these SERVICES.
- VI. **INDEMNITY AGREEMENT:** The CONSULTANT shall, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT; CLIENT’S officers and employees; agents and sub-consultants from and against all damage, liability and cost including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Contract, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the CLIENT, CLIENT’S officers, agents or sub consultants.
- VII. **CONFIDENTIAL INFORMATION:** It is understood that the CONSULTANT may be dealing with confidential information and/or documents which are the CLIENT’S property, used in the course of its business. The CONSULTANT agrees, during term of this agreement and at all times thereafter, not disclose to anyone, directly or indirectly, any of such confidential information and/or documents , or use them other than in the course of work under this Agreement without the CLIENT’S written consent.
- VIII. **INVALIDATION:** This Agreement is tendered on January 22, 2020. If this Agreement is not executed by CLIENT within thirty (30) calendar days of the date tendered, it shall become invalid unless CONSULTANT extends the time in writing.
- IX. **AUTHORIZATION:** Each individual executing this Agreement on behalf of the CLIENT or CONSULTANT, by this execution, acknowledges that he is duly authorized to commit the CLIENT or CONSULTANT to the AGREEMENT.

LNV, INC.
CLIENT

By: _____
Name:
Position:

SCHNEIDER ENGINEERING, LTD.
CONSULTANT

By: _____
Mr. Nakee Laws, P.E.
Vice President

CLIENT: LNV, INC.

PROPOSAL: LINDA DRIVE OVERHEAD TO UNDERGROUND CONVERSION

SCOPE OF WORK:

The Schneider Engineering, Ltd. (SE) team is pleased to present this proposal to prepare design plans and specifications for a future overhead to underground conversion of the San Marcos Electric Utilities (SMEU) overhead electrical distribution facilities located on Linda Drive approximately 3000 feet from River Road to Rebecca Street.

The design plans will include plan and profile drawings of the conduits and manholes necessary for conversion of overhead to underground facilities for incorporation with the Client's water and sewer engineering upgrade project along Linda Drive.

SE will survey the existing electrical facilities and prepare an overall, high level plan to provide service to existing SMEU customers along Linda Drive from the future underground distribution facilities. The overall, high level plan is not intended to provide detail design of services to individual SMEU customer facilities but is required to ensure adequate conduits are extended to the edge of road right-of-way for future service conversion to underground.

Deliverables

- SE will deliver 30%, 60%, and 90% design level drawings, and 100% for construction design drawings, specifications, and BOM for bidding purposes. SE will attend interim (30%, 60% and 90%) and final design review meetings with Client: SE will maintain contact with the Client and transmit preliminary review drawings during the design process to ensure details conform to project requirements. SE will revise and update design plans per Client and SMEU comments.
- SE will provide a Probable Cost of Construction for the underground electric facilities at each design level.
- SE will attend pre-bid meeting and respond to Requests for Information from prospective bidders. SE will evaluate the electrical facility portion of bids.
- SE will provide construction support, estimated at 2 manhours per month, during construction, including submittal review. SE will prepare an As-built drawing set based on survey data of manhole and marker locations provided by Client.

Assumptions

- Client will provide SE with CAD drawings of the Client Linda Drive Improvement Project as the basis of SE design plans.
- SE's services do not include any easement exhibit development or acquisition services.
- Coordination with telecommunication providers and design of telecommunication facilities is not included in the scope of work. SE will incorporate conduits for telecommunication providers in the design plans for joint trenching with electric installation purposes only as directed by Client or SMEU personnel only.
- The estimate of cost is based on six (6) meetings at SMEU facilities, including the pre-bid meeting.
- Permits and applications are not included in the estimate.

- Staking services are not included.
- Construction Support does not include inspection of workmanship.
- Environmental services are not included.

COST ESTIMATE:

The fixed fee cost for the engineering services for the scope of work outlined above is provided in the chart below:

MILESTONG/TASKS	TOTAL HOURS	COST
30% Design Level	189	\$ 28,200.00
60% Design Level	26	\$ 4,995.00
90% Design Level	26	\$ 4,995.00
100% IFC	32	\$ 6,000.00
Pre-bid, RFI Responses, Bid Evaluation	14	\$ 2,800.00
Construction Support and Submittal Review	24	\$ 5,000.00
As-built Drawings	9	\$ 1,260.00
TOTAL	320	\$ 53,250.00

Any change in the scope of work as stated above may require an Addendum to this proposal.

The Schneider Engineering team is looking forward to working with you on this project and will work in a proficient and accurate manner.

**City of San Marcos
Capital Improvements/Engineering**

Fee/Price Proposal Breakdown for Professional Services

Project Name:	Linda Drive Improvements
Name of Firm:	Schneider
Date Proposal Submitted:	1/22/2020
Project Manager:	Gregory Baumbach

Position/Personnel Title	Principal	Department Head/Sr. Project Manager	Project Manager	Engineer VIII	Project Engineer	EIT III	Technician VI	Technician VI	Lump Sum	
Fully-Loaded Hourly Wage Rates * (as defined below)				\$200.00	\$155.00	\$110.00	\$130.00	\$75.00		
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
30% Preliminary Design Phase	0	0	0	28	47	34	40	40	3375	189
Meetings										0
Project Meetings				6						6
Review Meeting after Submittal				6						6
Expenses									400	
Field Investigations										0
Survey Existing Electrical Services							40	40		40
Equipment, Travel, per diem, Expenses									2975	
Transfer Data to CAD				3	13					16
Develop Master Plan of underground service arrangement										0
Design underground service arrangement				2	10	16				28
Design electrical facilities in Linda Drive ROW										0
Design manhole and conduit plan and profile drawings				4	20	18				42
QAQC				2						2
Develop Construction Cost Estimates										0
Develop Opinion of Probable Construction Cost Estimate				5	4					9
Design Phase (60%)	0	0	0	17	9	0	0	0	200	26
Meetings										0
Review Meeting after Submittal				6						6
Expenses									200	
Design Sheet Categories										0
Develop Electric Facilities Plan and Profile Sheets				5	8	0				13
Develop Specification Sheets/Document				6	1					7
Design Phase (90%)	0	0	0	17	9	0	0	0	200	26
Meetings										0
Review Meeting after Submittal				6						6
Expenses									200	
Design Sheet Categories										0
Update Electric Facilities Plan and Profile Sheets				5	8					13
Update Specification Sheets/Document				6	1	0				7
100% Design Phase	0	0	0	17	14	1	0	0	320	32
Finalize Electric Facilities Plan and Profile Sheets				3	14					17
Finalize Specification Sheets/Document				4						4
Assemble Final Signed and Sealed Plans				4		1			120	5
Attend 100% Review Meeting				6					200	6
Bid Phase	0	0	0	14	0	0	0	0	200	14
Answer Contractor Questions. Prepare and distribute necessary Addenda				6						6
Attend Pre-Bid Meeting				6					200	6
Reference Check for Bid Qualification				0						0
Prepare Bid Tabulation and Letter of Recommendation				2						2
Construction Phase	0	0	0	24	0	0	0	0	200	24
Attend Pre-Construction Conference				6						6
Attend Monthly Progress Meetings (18)										0
Review Monthly Estimates (18)										0
Field Alterations				6					200	6
Review Shop Drawings				2	0					2
Respond to RFIs				10						10
Record Drawing Phase	0	0	0	1	4	4	0	0		9
Develop Draft Record Drawings					4	4				8
Finalize Final Record Drawings				1						1
Total Hours:	0	0	0	118	83	39	40	40	4295	306
Total Fee Proposal (Not to Exceed):	\$0	\$0	\$0	\$23,600	\$12,865	\$4,290	\$5,200	\$3,000	\$4,295.00	\$53,250