



**EXHIBIT C  
(FORM OF AMENDMENT)**

**AMENDMENT TO WORK ORDER NO. 7  
CITY OF BAY CITY  
BAY CITY, TEXAS  
Project No. 20W09162**

**AMENDMENT NO. 1**

This Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Bay City, Texas (“**Owner**”) and Garver, LLC (“**Garver**”), dated October 27, 2020 (the “**Agreement**”).

This Amendment No. 1 modifies the Services for the:

**Work Order No. 7 – SH 35 East Water Plant, Well No. 12 & Bay City Regional Airport Water Well  
Technical Support Design and Construction Phase Services**

The Agreement is hereby modified as follows:

**SECTION 3 – Appendix A (Scope of Services) and Appendix B (Fee Summary)**

Section 3 of the Agreement is hereby amended as follows:

Task X – Airport Water System Hydraulic Modeling and Task XI – Airport Water System Technical Support are removed from the scope of work and respective fee. The two tasks total fee is \$55,824.00 and removal of the tasks results in a total of \$747,102.00 for Work Order No. 7.

The original Work Order No. 7 is attached with the respective tasks represented with strike outs.



This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Owner and Garver have executed this Amendment effective as of the date last written below.

CITY OF BAY CITY, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Daniel N. Olson, P.E.  
*Printed Name*

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**WORK ORDER NO. 7**

**CITY OF BAY CITY**

**SH 35 East Water Plant, Well No. 12 & Bay City Regional Airport Water Well Technical Support  
Design and Construction Phase Services  
Project No. 20W09162**

This WORK ORDER (“Work Order”) is made by and between the **City of Bay City** (hereinafter referred to as “Owner”) and **Garver, LLC**, (hereinafter referred to as “Garver”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 27, 2020 (the “Agreement”).

Under this Work Order, the Owner intends to make the following improvements for **Bay City SH 35 East Water Plant, Well No. 12 & Bay City Regional Airport Water Well Technical Support Design and Construction Phase Services**:

Generally, the scope of services generally includes preparing detailed design, bidding and construction phase services for a new water supply and storage facility called the East Water Plant. The detailed design and construction phase services will be for a site that includes one new groundwater well, booster pump station, two 500,000-gallon ground storage tanks (GST), and site improvements. Garver will also provide technical support to the City during the design of a new water supply well and storage tank at the Bay City Regional Airport.

Garver will provide professional services as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

**1. SCOPE OF SERVICES**

1.1. Refer to APPENDIX A – SCOPE OF SERVICES.

**2. PAYMENT**

\$747,102.00

2.1. The lump sum amount to be paid under this Agreement is ~~\$802,926.00~~. For informational purposes, a breakdown of Garver’s estimated costs is included in APPENDIX B – FEE SUMMARY.

**3. APPENDICES**

3.1. The following Appendices are attached to and made a part of this Work Order:  
Appendix A – Scope of Services  
Appendix B – Fee Summary



This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF BAY CITY

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: Robert K. Nelson  
*Printed Name*

Name: Daniel N. Olson, P.E.  
*Printed Name*

Title: Mayor

Title: Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

## Appendix A

### SCOPE OF SERVICES

**CITY OF BAY CITY, TEXAS**  
**SH 35 East Water Plant, Well No. 12 & Bay City Regional Airport Water Well**  
**Technical Support**  
**Design and Construction Phase Services**

#### I. Background

These services follow the previously authorized Work Order No. 2 signed on October 27, 2020. The City of Bay City (“City”) selected Garver to prepare detailed design and construction phase services for a new water plant needed to provide water supply, storage, and flows to meet the COBC’s growing demand. The detailed design and construction phase services will be for a site that includes one new groundwater well, booster pump station, two 500,000-gallon ground storage tanks (GST), and site improvements.

Garver participated in securing funding for the work through the Texas Water Development Board’s (TWDB) State Revolving Funds (SRF). The COBC is both owner and the client for this project. Engineering and construction for this project are intended to be financed through the TWDB SRF process. Construction for this work is expected to be executed under one design-bid-build construction contracts.

#### II. Scope of Work

The following scope of work describes the services to be provided.

##### A. Task I – Program Management and Funding Support

1. Provide program management assistance to the City for execution of the Drinking Water State Revolving Fund (DWSRF) projects.
  - a. Support the City with project scheduling and budget forecasting.
2. Provide Texas Water Development Board (TWDB) funding support assistance to execute the DWSRF projects.
  - a. Provide and respond to coordination with TWDB, bond counsel, financial advisor, and the City.
  - b. Assist the City with completion of forms and documentation associated with funding.
  - c. Prepare environmental assessment documentation and coordination with TWDB for approval.

##### B. Task II – Project Administration

1. Garver will prepare the Project Management Plan (PMP) and Quality Control/Assurance Plan.
2. Schedule and conduct up to eight progress meetings with the Owner. In addition to reviewing progress at each meeting, review project deliverable status, current schedule, outstanding action items, and project bottlenecks that could impact schedule, budget status, and decisions made. Prepare agenda and meeting materials, direct and document meetings to review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes, to include action lists and decision lists, within ten business days to submit to the Owner for review and approval. Final minutes will be issued after receipt of review

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comments. The first progress meeting will include a project start-up meeting to confirm project scope, personnel, lines of communication, security protocols, change management, and schedule.

3. Garver will prepare and provide monthly progress/status reports, sufficient to support monthly invoices. Monthly status reports shall be submitted with monthly invoices and project updates.

### **C. Task III – 60% Design Deliverable**

1. Garver to visit site, meet with operators and conduct field investigation.
  - a. Conduct topographic site survey of the purchased parcel and topographic route survey of existing access road to State Highway 35.
2. Prepare 60% design drawings for one construction contract.
3. Garver will develop a list of technical specifications and develop preliminary front-end documents. Garver will utilize the Texas Water Development Board (TWDB) and Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front-end documents.
  - a. EJCDC's standard General Conditions shall be utilized with edits being provided by the Supplemental Conditions. Standard forms, as required by the funding source, will be incorporated.
4. Prepare an estimate of construction quantities and develop an AACE Class 3 preliminary opinion of probable construction cost (OPCC).
5. Garver to conduct QA/QC of 60% Design based on the Project Management Plan.
6. 60% Design Workshop with COBC.

### **D. Task IV – 90% Design Deliverable**

1. During the Final Design (90%) phase of the project, Garver will incorporate the comments from the 60% reviews to complete the design.
2. Prepare 90% Design drawings for one construction contract.
3. Prepare a specification book including any technical specifications needed for the project, draft bid item description narrative, and bid item schedule.
  - a. EJCDC's standard General Conditions shall be utilized with edits being provided by the Supplemental Conditions. Standard forms, as required by the funding source, will be incorporated.
4. Prepare an estimate of construction quantities and develop an AACE Class 2 preliminary opinion of probable construction cost (OPCC).
5. Garver to conduct QA/QC of 90% Design based on the Project Management Plan.
6. 90% Design Workshop with COBC.

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### E. Task V – Package Permitting Set

This task is to fulfill the TCEQ requirement for adding new water supplies. TCEQ requires an engineering report to be submitted as part of the construction plan review. The intent of this report is to identify the upcoming demands and the capacity provided as part of the proposed improvements.

1. A summary letter will be developed, and a sealed permitting set will be compiled to submit to TWDB and TCEQ for construction approval. This set will include all drawings and specifications as required by TWDB and TCEQ. It is anticipated that TWDB will provide the primary design reviews for the submittals, and letters of notification will be required to notify TCEQ that TWDB is providing the review of the documents. Responses to TWDB/TCEQ comments will be coordinated with the Owner and addressed in the final documents.
2. Garver to conduct QA/QC of Package Permitting Set based on Project Management Plan.

### F. Task VI – Bid-Ready Design Deliverable

1. During the Contract Documents (100%) phase of the project, Garver will incorporate the comments from the 90% reviews to create the biddable design documents.
2. Finalize specification book and special conditions, if any. The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the work.
3. Finalize construction quantities and prepare final OPCC (AACE Class 2).
4. Garver to conduct QA/QC of Bid-Ready Construction Package based on Project Management Plan.

### G. Task VII - Bidding Services

1. Bidding Assistance will include the following efforts:
  - a. Prepare and submit Advertisement for Bids to the COBC for newspaper publication as directed by the Owner. The owner will submit to the newspaper and will pay advertising costs outside of this contract.
  - b. Post advertisement for bids, construction contract documents, and any associated information to the Owner to be posted by Garver on its Website for download by prospective bidders.
  - c. Support the contract documents by preparing addenda as appropriate.
  - d. Prepare for and participate in one pre-bid meeting.
  - e. Prepare a pre-bid meeting agenda.
  - f. Participate and lead a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
  - g. Attend the bid opening.
  - h. Prepare bid tabulation.
  - i. Evaluate bids and recommend awards.
  - j. Attend and participate in reporting recommendation of award to Owner Council.
  - k. Prepare construction contracts.
  - l. Prepare conformed documents.

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### H. Task VIII – TWDB Coordination

Garver will assist the Owner in meeting the funding program requirements of the TWDB's Clean Water State Revolving Fund (CWSRF). Garver will perform the following tasks:

1. Provide design deliverables to the TWDB at each phase.
  - a. Deliver report, plans, and/or specifications at each design deliverable to the Owner for submittal to the TWDB.
2. Coordinate bid documents with the TWDB to provide program compliance.
  - a. Coordinate with the TWDB to address comments regarding the design deliverables.
3. Coordinate with the TWDB regarding questions and comments for bidding documents and bidding requirements.
  - a. Garver will be responsible for all other TWDB coordination, forms, and reimbursement requests.

### I. Task IX – Construction Phase

1. Issue a Notice to Proceed letter to the Contractor.
2. Attend a kick-off meeting and up to ten monthly progress/coordination meetings with the COBC/Contractor.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
4. Construction inspection services will be provided by Garver's Resident Project Representative based on 365 calendar day construction duration.
  - a. Establish and utilize a document control structure and facilitate contract correspondence, submittal reviews, RFI's, and other processes as needed to support the project.
  - b. Consult with and advise the Owner during the construction period.
  - c. Provide full-time resident construction inspection services for the construction contract performance time.
  - d. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
  - e. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information. This information will be



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- uploaded to the documentation system and maintained for the duration of the project.
- f. Maintain a project diary which will contain information pertinent to each site visit.
  - g. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
  - h. Ensure that the Contractor maintains a set of working as-built drawings for use in final record drawings. Garver will review working drawings on a monthly basis as part of the pay application approval process.
  - i. Observe work in place by the Contractor to ensure that work is in conformance with the project plans, specifications and submittal documents. Notify the Contractor of any work deemed substandard and operate in best interest of the Owner.
5. Issue instructions to the Contractor on behalf of the COBC and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
    - a. This scope assumes up to ten RFIs submitted by the contractor during construction.
  6. Review the Contractor's progress payment requests based on the actual quantities of contract items completed, accepted, and will make a recommendation to the COBC regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
  7. When authorized by the COBC, prepare up to two change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the COBC will pay Garver an additional fee to be agreed upon by the COBC and Garver.
  8. Participate in one substantial completion project inspection, prepare punch list, review final project closing documents, and submit final pay request.
  9. Prepare one set of electronic record drawings. The Contractor will be responsible for maintaining a clear set of markups that record any changes or deviations from the 100% set of Contract Documents.

The proposed fee for Construction Phase Services is based on a **365 calendar-day** construction contract performance time. If the construction time extends beyond the time established, and the COBC wants Garver to continue the applicable Construction Phase Services, the COBC will pay Garver an additional fee agreed to by the COBC and Garver.

In performing construction phase services, Garver will endeavor to protect the COBC against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to

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correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the COBC immediately, so that appropriate action under the COBC's contract with the Contractor can be taken.

### ~~J. Task X – Airport Water System Hydraulic Modeling~~

~~Garver will assist the Owner by developing a hydraulic model of the airport's proposed distribution and fire suppression system.~~

- ~~1. Garver will review and develop a hydraulic model representing the improvements to be designed by Others.~~
  - ~~a. Garver assumes the other design consultants will share the electronic files associated with the water supply and fire suppression system improvements.~~
  - ~~b. Fire flows and other demands will be based on previously completed reports.~~
- ~~2. Prepare and submit letter technical memorandum with recommendations for the airport water supply and fire suppression system improvements.~~
- ~~3. Garver to conduct QA/QC of letter technical memorandum based on Project Management Plan.~~

### ~~K. Task XI – Airport Water System Technical Support~~

- ~~1. Garver will provide technical support to the City during the design of a new water supply well and storage tank at the Bay City Regional Airport. Design documents will be prepared by others.~~
  - ~~a. Garver will review design documents at 60% Design, 90% Design, and Final Design, and will provide comments on the design documents to the City.~~
  - ~~b. Garver will coordinate the water well and storage tank specification to be consistent with the specifications used for the new North Water Plant and East Water Plant.~~

### III. Additional Services

Additional Services is to be authorized as needed after written confirmation by the COBC.

1. Easement and Property Acquisition
2. Subsurface Utility Engineering (SUE)
3. Geotechnical Investigation
4. Environmental Site Assessment

### IV. Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Traffic Control Plan (TCP);
2. Redesign for the COBC's convenience or due to changed conditions after previous alternate direction and/or approval.
3. Submittals or deliverables in addition to those listed herein.
4. Design of any utilities relocation beyond those listed herein.
5. Services after construction, such as warranty follow-up, operations support, etc.
6. SCADA design or programming services of any kind.
7. Arc flash or other power system studies.

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### V. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Kickoff Meeting	5 days from Notice to Proceed
Topographic Survey and Draft Geotechnical Report	75 days from Kickoff Meeting
Deliver 60% Design Documents	60 days from receipt of Topographic Survey and Draft Geotechnical Report
60% Design Workshop	14 days after delivery of 60% Design Documents
Deliver 90% Design Documents	45 days from 60% Design Workshop
90% Design Workshop	14 days after delivery of 90% Design Construction Documents
Submit Bid-Ready Design Documents and TCEQ Design Report to Permitting	30 days from 90% Design Workshop

\*Note: for planning purposes, 10 days are assumed for City review from receipt of a DRAFT submittal until comments are expected to be received.

**APPENDIX B**

**City of Bay City, Texas  
SH35 East Water Plant, Well No. 12 & Bay City Regional Airport Water Well Technical Support  
Design and Construction Phase Services (LUMP SUM)**

**SUMMARY**

<b>Task</b>	<b>Cost</b>
TASK I - Program Management and DWSRF Funding	\$ 35,860.00
TASK II - Project Administration	\$ 37,144.00
TASK III - 60% Design Deliverable	\$ 166,514.00
TASK IV - 90% Design Deliverable	\$ 118,674.00
TASK V - Package Permitting Set	\$ 14,496.00
TASK VI - Bid-Ready Design Deliverable	\$ 65,424.00
TASK VII - Bidding Services	\$ 10,550.00
TASK VIII - TWDB Coordination	\$ 14,720.00
TASK IX - Construction Phase	\$ 283,720.00
<del>TASK X - Airport Water System Hydraulic Modeling</del>	<del>\$ 23,544.00</del>
<del>TASK XI - Airport Water System Technical Support</del>	<del>\$ 32,280.00</del>
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Total Cost	<del>\$ 802,926.00</del>
	\$ 747,102.00