



CIVIL ENGINEERING & CONSULTING SERVICES

- RESIDENTIAL DEVELOPMENT
- SITE DEVELOPMENT
- PUBLIC WORKS
- UTILITIES

February 3, 2020

Ryan Bass
Capital Projects Administrator
City of Boerne
400 East Blanco
Boerne, TX 78006

RE: Civil Engineering and Surveying Services for the pavement reconstruction of approximately 350 feet of Johns Road in Boerne, Texas.

Mr. Bass,
PAWELEK & MOY, INC. (P&M) appreciates the opportunity to provide you with this scope for the above referenced project. Based on the information provided, P&M would perform the following services:

I. Scope of Surveying Services:

(P&M will be subcontracting with MDS Land Surveying)

- a. Topographic Survey for Design – Perform ground topography for approximately 350 ft. along Johns Rd from N. Main St. to approximately 350 ft. northeast of the intersection of N Main St. and Johns Rd., and approximately 25 ft. around each of the curb returns on N. Main St. for a total of 400 ft of project area.
- b. Conduct sufficient fieldwork to (1) establish horizontal and vertical control, (2) locate sidewalks, curbs/street paving, driveways (up to the right-of-way line), above ground utilities (i.e. top of sanitary sewer manholes, valve boxes, telephone pedestals, power poles, etc.), locate underground utilities as marked by others, existing improvements (i.e. signs, islands, pavement striping, etc.) and natural ground shots along the approximate right-of-way line, (3) Generate 1' contours, and (4) Set two project benchmarks based on NAVD 88.
- c. Determine apparent right-of-way at the intersection of N. Main St. and Johns Rd. and approximately 275 ft. along Johns Rd. (i.e. just past the entrance to the bank).

II. Scope of Engineering Services:

1. Preliminary/Final Design

- a. Coordinate with City staff to discuss project scope and define the design criteria.
- b. Call in for utility locates and coordinate with MDS to field locate utilities marked by others.
- c. Review topographic survey.
- d. Review geotechnical information provided by the City of Boerne(COB) and include proposed pavement section/information in plans.
- e. Prepare base drawing for the proposed project area.
- f. Coordinate with the COB to obtain CAD file of design drawings of the New City Hall Project to be overlaid into the base CAD file for this project to be used for

identifying/noting Traffic Control/Access to the existing City Hall/Library and bank.

- g. Traffic control plan sheet identifying and noting traffic control and rerouting access to the existing Library and bank on Johns Road thru the new City Hall parking drives. Traffic control details as necessary.
- h. Develop a preliminary (60%) plan set, technical specifications and Opinion of Probable Cost for (60%) plan set for discussion and approval by the COB.
- i. Incorporate comments from the City of Boerne regarding the preliminary plan set information into the final construction drawings.
- j. Prepare final 100% construction drawings, final bid proposal, technical specifications and Opinion of Probable Cost for 100% plan set.

Deliverables:

- Preliminary: Provide a .pdf file of the 22"x 34" drawings (60% plan set), technical specifications and Opinion of Probable Cost.
- Final: Provide two hard copy (2) sets of 22"x 34"(with 11"x17" resulting in half size to scale) signed and sealed construction drawings and a .pdf file of the plan set, final bid proposal, technical specifications and Opinion of Probable Cost for 100% plans.

2. Bidding Services

- a. Assist COB in obtaining bids by providing necessary information in accordance with the City of Boerne Standard Specifications to be included in a COB Competitive Sealed Proposal (CSP) document package utilizing COB approved EJCDC document to be provided by COB; provide drawings and technical specifications in electronic format.
- b. Attend Pre-bid conference and review minutes and Questions/Answers.
- c. Issue Addenda to City as appropriate to clarify, correct, or change the bidding documents.
- d. Assist City of Boerne with evaluating Bids and awarding contract.
- e. Provide conformed set of contract documents (2 hard copies and a pdf)

3. Construction Phase Services:

- a. Assist City staff and attend pre-construction conference.
- b. Construction Observation; P&M understands that the City of Boerne Capital Programs Department will perform construction observations and inspection, and that the City will review and approve the Contractor's Applications for Payment. P&M would assist the City in responding to RFI's that may be generated by the Contractor during construction. P&M would coordinate with City and perform a walk-through when the project is considered substantially complete.

P&M shall perform Construction Phase Services as described above on a Time and Material (T&M) basis in accordance with P&M's attached Statement of Fees, dated 01/01/20.

(For budgeting purposes only, P&M estimates 2 RFI's not requiring site visits @ \$520 each and 2 RFI's requiring site visits @\$780 each)

P&M will perform the listed services on a fixed fee basis for each scope category as follows:

Surveying Services:	\$ 3,600.00
Engineering Services	
1. Preliminary/Final Design Services:	\$ 14,700.00
2. Temporary Bank Access Design:	\$ 1,500.00 (T&M Basis/As Needed)
2. Bidding Phase Services:	\$ 3,400.00
3. Construction Phase Services:	<u>\$ 2,600.00 (T&M Basis/As Needed)</u>
	\$ 25,800.00

III. Limitations of Services

Any items above and beyond those listed in the above Scope of Services will be considered additional services and will be negotiated at the time such items arise. The following services **would not** be part of P&M's scope of services:

- a. Drainage Analysis/Design
- b. Main Street is a TxDOT road, P&M understands any coordination with TxDOT will be done by the City of Boerne
- c. Storm Water Pollution Prevention Plan (SW3P), an Erosion Control Plan will be provided only
- d. Groundwater mitigation
- e. Subcontracting a geotechnical firm to perform soil testing and pavement recommendation
- f. Additional surveying for plan of record drawings
- g. Additional surveying for temporary access easement on bank property
- h. Plan of Records drawings
- i. Construction Administration
- j. Construction Staking
- k. Any State or Federal Permitting and Permit Fees
- l. ADA/TDLR submittal/approvals
- m. Reproduction Charges

IV. Terms and Conditions

In addition, the Client is to compensate PAWELEK & MOY, INC. (P&M) on the following basis:

1. Invoice for services provided will be prepared each month and is due upon receipt of invoice. Invoice is payable in 30 days net. Any unpaid balance is subject to 1-1/2% per month service charge, which is an annual percentage rate of 18%.

2. Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.
3. Suspension of Services. If the Client fails to make payment when due or otherwise is in breach of this agreement, P&M may suspend performance of services upon ten (10) calendar days notice to the Client. P&M shall not be liable to client for damages caused by such termination if P&M has provided the required notice to the Client and the Client has failed to pay the funds due to P&M, except in those instances for which retainage or withholding of payment by Client is allowed by the agreement between the parties or by law. Nothing in this paragraph shall allow P&M to terminate performance following the withholding of retainage or other payment by the Client which is allowed by the agreement between the parties or by law.
4. In the event all or any portion of the work prepared or partially prepared by P&M is suspended, abandoned or terminated by Client, the Client shall pay P&M all fees, charges and services provided to date, not to exceed any contract limits specified herein.
5. All claims, disputes, controversies and differences that may arise between the parties to this agreement, of whatever nature, shall be submitted to alternative dispute resolution prior to the time that any suit may be filed. The matter may be mediated or by non-binding arbitration or any of the other accepted means of alternative dispute resolution upon agreement of the parties.
6. Ownership of Documents. All specifications, computations, tracings and other original documents, considered as instruments of service, are and shall remain the property of P&M unless otherwise provided by law. Client shall not use such items on other projects without P&M's prior written consent. P&M is under no obligation to retain said documents beyond the completion of the project and may discard them at P&M's sole discretion.
7. Restrictions on use of Documents. It should be understood that any documents rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project and are prepared for the exclusive use of the Client. Use of the reports and data contained therein for other purposes is at the Client's sole risk and responsibility. Formal results of P&M's services will be in hard copy form only (drawings, reports, specifications, etc.) P&M assumes no responsibility to its Client for data, drawings, or text provided on computer disks, etc.
8. Insurance Requirements.
Professional Liability – P&M shall maintain at all time professional liability insurance covering any claim occasioned by an act or omission of P&M, in an amount of not less than \$1,000,000 aggregate.
General Liability - P&M shall maintain at all time general liability insurance covering any claim occasioned by an act or omission of P&M, in an amount of not less than \$1,000,000 combined single limits. Insurance shall be occurrence based.
Workers' Compensation - P&M shall maintain at all time Workers' Compensation protection for statutory limits, and Employer's Liability insurance for its employees

on the worksite at the limits of no less than:

\$1,000,000 Each Employee

\$1,000,000 Each Employee-for disease

\$1,000,000 Annual Aggregate-for disease

Automobile Liability - P&M shall maintain Automobile Liability insurance covering all owned, hired and non-owned vehicles of P&M and P&M's subcontractors, if any. Limits and coverages are to be \$1,000,000 Combined Single Limit of Bodily Injury and Property Damage liability.

P&M shall provide all certificates of coverage and all renewals. For each policy except Workers' Compensation protection and professional liability, P&M shall name Client as an additional insured and shall provide that the policy require the insurance carrier to notify the Client a minimum of thirty days (30) in advance of any change in the terms or conditions of the policy or cancellation of all or part of the policy.

Should you find our proposal satisfactory and are in agreement with our terms, please execute below and return one copy to our office so that we may begin work. If you have any questions, please feel free to call.

Sincerely,
Pawelek & Moy, Inc.

Contract offered this 3rd day of February 2020 and open until March 3, 2020 for:

PAWELEK & MOY, INC. 
Daryl D. Pawelek, President

Contract accepted this _____ day of _____, 2020.

Client Name: _____

Client Acknowledgement: _____
Signature Title

Address _____

Phone Number: _____

Fax Number: _____

Email Address: _____

P&M OFFICE USE ONLY
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JOB#



PAWELEK & MOY, INC.

**STATEMENT OF FEES
EFFECTIVE 01/01/2020**

EMPLOYEE RATES

Project Engineer	\$ 130.00/hr.
Project Designer	\$ 115.00/hr.
Engineering CADD Technician	\$ 80.00/hr.
Clerical	\$ 45.00/hr.