



PETER LEWIS  
ARCHITECT + ASSOCIATES

September 18, 2017

Mr. Paul Barwick, Special Projects Director  
City of Boerne  
402 E. Blanco  
Boerne, TX 78006

RE: Professional Design Services Proposal  
Convention & Visitors Bureau Facility and Lohmann Street Parking Lot Improvements Project

Dear Paul:

Thank you for the opportunity to be of service to the City of Boerne!  
At your request we have prepared this Proposal to provide the following services for the referenced Project.

**I. Work Scope**

New construction of a single story, 2,800 SF building, to be located at the corner of Highway 87 (Main Street) and Lohmann Street in Boerne, Texas. Related site improvements include parking for approximately 89 vehicles, site landscaping and lighting.

**II. Scope of Basic Services**

- A. Meet with City of Boerne and Convention and Visitors Bureau Staff, as required to identify detailed Program Requirements
- B. Schematic Design Services (SD)
  - 1. Boundary, Topographic and Tree Survey
  - 2. Geotechnical Investigation
  - 3. Site Plan
  - 4. Floor Plan
  - 5. Exterior Elevations
  - 6. Preliminary Statement of Probable Construction Cost
- C. Construction Document Services (CD)  
Construction Drawings detailing all building systems and related site improvements; Technical Specifications and Envelope Compliance, Interior Lighting Compliance, Exterior Lighting Compliance and Mechanical Compliance Certificates.
  - 1. Civil Engineering: Matkin Hoover Engineering and Surveying
    - a. Drainage Study
    - b. City of Boerne Development Plat
    - c. Storm Water Pollution Prevention Plan
  - 2. Architectural: Peter Lewis Architect + Associates, PLLC
  - 3. Structural Engineering: Maxwell Engineering, PLLC
  - 4. Mechanical/Electrical/Plumbing: ESA Mechanical & Electrical Engineering, Inc.
  - 5. Landscape Architect: TBD
  - 6. Technical Specifications/Project Manual
  - 7. Assist the City of Boerne during Bid/Negotiation Phase
- D. Construction Contract Administration (CCA)
  - 1. Office Construction Administration
  - 2. Shop Drawing and Submittal Review
  - 3. Periodic Site visits
  - 4. Monthly Site meeting with Owner and Contractor
  - 5. Review Applications for Payment and issue Certificates for Payment
  - 6. Issue Certificate of Substantial Completion
  - 7. Prepare As-built Drawings, based on Contractor's mark-ups



**III. Fixed Fee Schedule Basic Services Detail**

A. Schematic Design Services: Item II(B)	\$ 20,160.00
B. Construction Documents: Item II(C)	\$ 50,640.00
C. Construction Contract Administration: Item II(D)	\$ 16,250.00
<b>Total Basic Services</b>	<b>\$ 87,050.00</b>

**IV. Reimbursable Expenses**

Reimbursable expenses are defined in the accompanying Professional Services Agreement, dated September 18, 2017 and will be billed at a multiple of 1.10 times cost (invoice).

This Professional Design Services Proposal generally describes the Services to be provided and their associated Fees. If we are in agreement on both of these items, please indicate so by signing and returning one original of this letter for our files. In the meantime, if you have any questions or need additional information, please do not hesitate to call me.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'P. Lewis', with a long horizontal flourish extending to the right.

Peter W. Lewis, Architect  
Principal

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Accepted for City of Boerne

Date



## PROFESSIONAL SERVICES AGREEMENT

**DATE:** September 18, 2017

**PROJECT NO:** 201730

**CLIENT:** City of Boerne  
**CONTACT NAME:** Paul Barwick, Special Projects Director

**ADDRESS:** 402 East Blanco  
Boerne, TX 78006

**TELEPHONE #:** 830.248.1601

**E-MAIL:** pbarwick@ci.boerne.tx.us

Peter W. Lewis, Architect + Associates PLLC, a Texas professional limited liability company (the "Architect") IS HEREBY AUTHORIZED TO PERFORM PROFESSIONAL DESIGN SERVICES IN CONNECTION WITH THE FOLLOWING PROJECT (S):

**PROJECT NAME:** Convention & Visitors Bureau Facility & Lohmann Street Parking Lot Improvements  
**STREET:** Highway 87 & Lohmann Street **CITY & STATE:** Boerne, TX 78006

### SCOPE OF SERVICES & PROJECT DESCRIPTION:

Refer to "Professional Design Services Proposal" dated September 18, 2017 (the "Proposal"), attached hereto, which shall be incorporated by reference herein. For purposes of this Agreement, the term "Services" shall mean those services, on a phase-by-phase basis, set forth in the Proposal.

### GENERAL CONDITIONS:

1. Services provided by the Architect under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by other architects licensed by the Texas Board of Architectural Examiners.
2. As part of the Architect's quality control procedures, the Architect will take one to two weeks to review and coordinate all architectural and consultant drawings before final printing.
3. The Architect does not warranty his work to be perfect and without fault. In the preparation of designs, drawings, and specifications, errors and omissions may inadvertently be made by the Architect. Any error or omission by the Architect shall be corrected by the Architect on the documents at no additional cost to the Client.
4. The Architect is not liable for the accuracy or completeness of drawings and specifications until the final documents, bearing the Architect's seal and signature, are issued by the Architect to the Client and the Contractor for construction of the Project. The Architect is not liable for the completeness or accuracy of drawings or other documents provided on electronic media, if any.
5. The Client and the Client's personnel shall promptly report to the Architect in writing any defects or suspected defects in the Architect's work or Services, in order that the Architect may take measures which, in the mutual opinion of the Architect and the Client, will eliminate or minimize the consequences of such defect.
6. As part of Basic Services during the Construction Phase of the Project, the Architect shall review the Project and may recommend design changes, additions, or improvements to the Project. These changes, when approved in writing by the Client, shall be added to the work by change order.
7. All costs required for the construction of the Project are solely the responsibility of the Client and are not to be paid, in whole or in part, by the Architect.
8. The Architect acknowledges that the Client has a strict and established budget for the costs associated with building and constructing the Project and circumstances may arise where the Contractor and the Architect disagree regarding such costs. Therefore, Architect agrees that it will use its best efforts to conform the Services and the documents created for Client during the Project to meet the parameters of such established budget with the further understanding and acknowledgement that any and all decisions with respect to the budget, the Project and the Services performed by the Architect pursuant to this Agreement shall be in the sole and exclusive discretion of the Client.

### RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, except those by the Architect's negligence or willful omission, shall not exceed total Fees paid to the Architect. Such causes include, but are not limited to, the Architect's, errors, omissions, strict liability, breach of contract or breach of warranty.

### TERMINATION:

1. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of persistent failure of performance of the material terms and conditions of this Agreement by the other party through no fault of the terminating party.
2. If this Agreement is terminated during the course of performance of the work, the Architect shall be paid the reasonable value of the services performed during the period prior to the Notification date of termination of the Agreement.
3. If, prior to termination of this Agreement, any work designed or specified by the Architect during any phase of the work is suspended in whole or in part for more than three (3) months or abandoned after written notice from the Client, the Architect shall be paid for such services performed up to the date of receipt of such notice.

### REIMBURSABLE EXPENSES:

Reimbursable Expenses are defined as follows and shall be invoiced at direct cost (invoice) plus ten percent (10%) for overhead:

1. Reproduction of documents (Xerox copies and large format prints).
2. Review and Bid Set Plots
3. Shipping and mailing expenses.
4. Any other disbursements, application fees, etc. made on behalf of the Client
5. Project mileage will be billed at current standard mileage rate
6. Consultants, except those included in Proposal referenced above

*PWL*



**BILLINGS/PAYMENTS:**

Invoices for the Architect's Services shall be submitted monthly and are due within thirty (30) days after the invoice date. All billings over thirty (30) days past due will be subject to interest charges of one percent (1%) per month on the unpaid balance. In the event any or all of the account remains unpaid in full ninety (90) days after initial billing, the Client shall be responsible for all costs of collection, including reasonable attorney's fees.

**PAYMENTS FOR ADDITIONAL SERVICES**

Payments for Additional Services, not included in the Contract, shall be made in proportion to services performed and expenses incurred. Additional compensation shall not be allowed for any services in connection with Basic Services or correction of errors or omissions by the Architect.

**OWNERSHIP OF DOCUMENTS:**

Upon execution of the Agreement, the Architect grants to the Owner a nonexclusive license to reproduce Architect's Instruments of Service.

**INSURANCE:**

The Architect shall maintain all forms of insurance required by the law in the State of Texas. The Architect shall also maintain insurance coverage for comprehensive general liability and automobile liability by a carrier satisfactory to the Owner, which carrier shall be licensed to provide such coverage in the State of Texas. The architect shall submit proof of such insurance to the Owner upon request.

**MEDIATION:**

Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and the Client has actual knowledge of such claim, dispute or other matter in question.

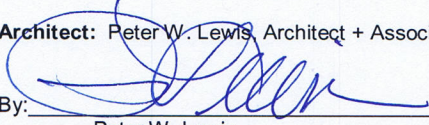
In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations under federal or state law.

The terms and conditions and the initials, if required, on the first page of this form are a part of this Agreement.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners  
333 Guadalupe, Suite 2-350  
Austin, Texas 78701-3942  
(512) 305-9000

**Architect:** Peter W. Lewis, Architect + Associates, PLLC

By:  9.18.17  
Peter W. Lewis Date  
Texas Registered Architect #08295  
Principal

**Client:** City of Boerne

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