

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT  
Portland, Texas

WORK ORDER FOR ARCHITECTURAL CONSULTING SERVICES FOR SMALL PROJECT:

Middle School Visitor Side Restroom Concession & Storage Building PROJECT

This Work Order constitutes a CONTRACT made and entered into by and between the GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (hereafter called "Owner", "G-PISD" or "District") and LaMarr Womack & Associates, LP (hereafter called "Architect" or "Consultant"), effective as of the date specified herein.

WHEREAS, Gregory-Portland Independent School District has selected Consultant based on the demonstrated competence and qualifications of Consultant to perform the professional consulting services consisting of design and construction contract administration for the referenced G-PISD small project as required herein;

NOW THEREFORE, Gregory-Portland Independent School District and Consultant, for the consideration specified herein, hereby agree as follows:

**1. Scope of Work/Services.** Consultant will perform, on an independent contractor basis, the following professional architectural consulting services:

All architectural services necessary to properly design and develop the contract documents, to assist G-PISD in solicitation and selection of a contractor, and to administer the construction contract for the following G-PISD small Project:

G-PISD Middle School Visitor Side Restroom Concession & Storage Building Project (hereafter called "Project"), as further described in the Architect's Proposal dated 11/15/2023, which is attached hereto as Exhibit A, and incorporated herein as part of this Contract.

(The attached Exhibit A (Architect's Proposal) shall detail the Scope of Services/Work to be provided by Architect for the Project under this Work Order, and specify a "not-to-exceed" fee for architectural services for the Project.)

It is understood and agreed that, if required for the Project, the District will designate and separately retain an engineering firm to provide any mechanical, electrical and plumbing ("MEP") engineering subconsultant services for this project. Architect shall specify in Architect's Proposal attached as Exhibit A, the extent to which Architect estimates that the small Project will require MEP subconsultant services.

2. **Certifications.** Consultant shall have and maintain for the duration of this Contract any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Contract.

3. **Insurance.** Prior to commencing work, Consultant shall also furnish Owner Certificates of Insurance evidencing the following coverages: automobile liability insurance coverage for all owned, non-owned and hired vehicles used in provision of services, workers' compensation insurance, general liability insurance, and errors and omissions professional liability insurance.

4. **Commencement/Completion of Services/Work.** Consultant shall commence work on or before November 2023, and the Project shall be completed by November 2024 in accordance with the Architect's Proposal and the deadline for substantial completion for the Project. Architectural services under this Work Order shall be performed in coordination with and as requested by the G-PISD designated representatives for the Project, and in accordance with Architect's responsibilities under the construction contract documents for the Project, so as not to impede or delay progress and completion of the Project.

5. **Cost of the Project: Preliminary Estimate.** The District has budgeted the sum of Seven Hundred Eighty-Six Thousand Dollars (\$786,000.00), excluding Architect's fees for the construction of this Project (herein called the "budgeted amount" or "budgeted cost"). After Architect has prepared plans, drawings and specifications, Architect shall provide a statement of the probable cost of the project. Architect shall make such revisions in the plans, drawings and specifications as may be required to reduce the probable cost to the budgeted amount, or to such greater sum as the District shall consider acceptable. The District shall not be obligated to accept the preliminary (or subsequent design phase) plans, drawings and specifications until this is accomplished. Review and acceptance of the plans, drawings and specifications by the District shall not relieve the Architect of the responsibility for the technical adequacy of such plans, drawings and specifications.

6. **Consultant's Fee/Contract Price.** Owner will pay Consultant a total fixed fee of 6.25% (insert a fixed stipulated dollar amount, or a % of the G-PISD approved construction cost), which shall constitute complete compensation for all services performed by Consultant under this Contract with respect to the Project. Consultant shall not be entitled to any reimbursement for expenses or compensation for additional services performed outside of the Scope of Services/Work, unless such additional services have been authorized and approved in writing by Owner in advance of performance. (Authorized additional services, if any, shall be compensated in accordance with Consultant's Standard Rate Schedule attached as Exhibit B to this Contract.)

The fixed Consultant's fee shall be payable based on monthly invoices (requests for payment) detailing the services that have been performed/completed during the period covered by the invoice. Monthly invoices must be certified by the Consultant and by the designated G-PISD representatives for the Project, and shall be consistent with the fees specified in Architect's Proposal (Exhibit A to this Contract). No less than 15% of the total fixed fee is to be paid as a final payment only after certification by the designated G-PISD representatives for the Project that all Consultant Services have been successfully completed and that Consultant has submitted

to G-PISD all design documents, as built drawings, certified statements, reports, test results, sampling data and other deliverables and close-out documentation for the Project, as described in Exhibit A, as required by G-PISD's designated representatives, and as required by the Construction Contract documents for the Project. Consultant invoices (requests for payment) certified by the Architect and by the G-PISD designated representative for the Project shall be paid by Owner within 30 days from date of invoice.

**7. Termination of Contract.** The Owner may terminate this Contract at any time, with or without cause. In such event, and after all plans and other documents and material provided by the Owner are returned to the Owner, and after Consultant has provided Owner copies of all drawings, plans, reports and other deliverables relating to services performed prior to termination, the Consultant shall be compensated for the services performed prior to the date of termination.

**8. Miscellaneous.**

Assignment. Consultant may not assign this Contract, and any duties and obligations entailed herein, without the prior written consent of G-PISD.

Ownership of Documents. Upon the completion of the project (or upon termination prior to completion) the Architect shall furnish to the District a hard copy and a USB Drive copy of all designs and drawings, together with a correct and legible set of specifications reflecting all significant changes to the Project including change orders, construction change directives, Architect's written minor change orders, and addendum items. The District shall be the owner of such drawings and specifications; however, the District agrees that it will not reuse the drawings and specifications in another project.

Governing Law and Venue. This Contract is to be performed in Portland, San Patricio County, Texas and shall be governed by the laws of the State of Texas. Venue for any disputes relating to this Contract shall be in San Patricio County.

Indemnity. To the extent permitted by law, Consultant shall indemnify and hold harmless G-PISD, its officials and employees, against claims for damages, personal injury, or death caused by the acts or omissions of Consultant or Consultant's agents in the performance of this Contract. To the extent permitted by law, G-PISD shall indemnify and hold harmless Consultant, its officials and employees, against claims for damages, personal injury, or death caused by the acts or omissions of G-PISD or G-PISD's agents in the performance of this Contract. Architect's services shall be performed with the skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

Entire Agreement. This Contract represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or



**EXHIBIT B**  
**FEE SCHEDULE**

CONSTRUCTION COST	PERCENT OF FEE
Up to:	
\$ 50,000.00	8.25%
\$ 100,000.00	8.00%
\$ 200,000.00	7.75%
\$ 300,000.00	7.50%
\$ 500,000.00	7.00%
\$ 750,000.00	6.55%
\$ 1,000,000.00	6.25%
\$ 2,500,000.00	6.00%
\$ 5,000,000.00	5.90%
\$ 10,000,000.00	5.75%

Authorized Additional Services:

Hourly Fee Schedule

Principal Architect	\$230.00/hour
Project Architect	\$215.00/hour
Draftsperson	\$115.00/hour
Administrative	\$95.00/hour
Principal Engineer	\$265.00/hour
Project Manager	\$230.00/hour
Senior Project Engineer	\$215.00/hour
Project Engineer	\$200.00/hour
Technician/CAD Operator	\$140.00/hour
Administrative	\$80.00/hour

agreements, either written or oral. This Contract may be amended only by written instruments signed by both Owner and Consultant.

Executed in Portland, Texas, on 11/17, 2023.

ATTEST: GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

Amy Malone  
Secretary

By [Signature]  
Name: Ismael Gonzalez III  
Title: Assistant Superintendent

By: [Signature]  
Name: Michelle CavaZos  
Title: Superintendent

LaMarr Womack & Associates, LP  
(Project Architect)

By [Signature]

By Todd Brendalen

CONSUMER INFORMATION

The Texas Board of Architectural Examiners, 505 E. Huntland Drive, Suite 350, Austin, Texas 78752; telephone (512) 305-9000, has jurisdiction over individuals licensed under the Texas Architects' Registration Law, Texas Occupation Code, Subtitle B, Chapter 1051.