

PROJECT ARCHITECT'S CONTRACT  
(G-PISD Rebuild T.M. Clark Elementary School Project)

The Gregory-Portland Independent School District (the "District" or "G-PISD") and  
Pfluger Architects, Inc ("Architect") hereby agree as follows:

1. SERVICES TO BE PERFORMED. Architect hereby agrees at his own expense to perform, or cause to be performed, all architectural services, including landscape architecture, and to cause to be performed all structural and civil engineering services, as necessary, by Texas registered engineers acceptable to the District, necessary to properly design and develop the contract documents and administer the construction contract for the following G-PISD Project:

Rebuild T.M. Clark Elementary School Project (hereafter called "Project").  
Project scope includes new construction, and demolition of various site components (sidewalks, building, utility connections, etc.)

It is understood and agreed that the District may designate and separately retain an engineering firm to provide the mechanical, electrical and plumbing ("MEP") engineering subconsultant services for this project, in which case engineering services will not be included in the Architect's basic services, and the Architect's Fee stipulated in Section 4 will be adjusted as stipulated in Section 4.9.

A. In the performance of such services the Architect shall:

1.1 Review Educational Specifications and any other material furnished by the District and meet with District officials to clarify and ascertain the building program requirements of the project and review Architect's understanding of such requirements with the District. As soon as practicable after the effective date of this contract, the Architect shall submit to Owner for Owner's consideration and approval: (1) Architect's design schedule for this project, including design milestone dates and anticipated dates and response times for submittal reviews by Owner, and (2) a list of the names and type of services to be provided by consultants that will either be retained or recommended by Architect for provision of basic or additional services for this project. Architect's design schedule shall be consistent with Owner's project milestone parameters specified in Attachment B to this contract. Architect agrees that Owner will be afforded reasonable avenues of direct communication with consultants retained by Architect to perform work on this project, and that, if requested by Owner, Architect will arrange for requested consultants to be present at Owner/Architect project meetings and to meet with Owner from time to time.

1.2 Provide a preliminary evaluation of the building program and the project budget requirements, each in terms of the other, subject to the limitations set forth in paragraph 2.

1.3 Prepare, or cause to be prepared, preliminary plans, sketches and studies of the project, and opinion statement of probable cost which meet the general design requirements of the District; the design requirements of any state or federal law or municipal ordinance; and, the requirements of any municipal, state or federal agency having authority with respect thereto. Without limiting the foregoing, Architect specifically is required to provide to Owner the certification required in 19 TAC §61.1036 et seq. Architect agrees that, if requested by the District,

Architect and Architect's consultants will produce their work during the design process using BIM modeling software.

1.4 Attend conferences with representatives of the District, and make such changes in the preliminary plans, studies and sketches of the project as may be required to meet the budgeted cost requirements of the District as set forth in paragraph 2 below (hereafter called "budgeted amount" or "budgeted cost").

1.5 Prepare, or cause to be prepared, all contract documents including plans, specifications, detailed drawings, and all alterations of the drawings, plans and specifications required to construct and complete the project in accord with the design requirements set forth in paragraph 1.A.1.3 above and within the budgeted amount. Attend all conferences with the representatives of the District which are necessary to bring the final cost of construction within the budgeted amount. All design submittals at each design phase must be in accordance with any form and content guidelines required by District, and must otherwise be acceptable to and approved in writing by District.

1.6 Utilize those contract documents promulgated by the District for letting of a contract on the project. If, however, Architect determines that such contract documents should be modified to more completely or accurately reflect the unique character of the project, Architect shall furnish District with Architect's suggestions in sufficient time to permit such suggested modifications to be incorporated into the final bid documents.

1.7 Solicit bids/proposals on behalf of the District utilizing competitive sealed proposal method, and recommend to the District the bid/proposal, if any, to be accepted. The Architect shall assist the Owner in obtaining proposals by (1) facilitating the distribution of Bidding Documents to prospective bidders, (2) organizing and conducting a pre-bid conference for prospective bidders, (3) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda, (4) organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

1.8 Determine that all necessary submissions are made and determine that all permits and prerequisites required for actual construction of the project by any governmental authority are timely obtained. These shall include (but are not limited to) the Texas Department of Licensing and Regulation, the City of Portland Fire Department, the City of Portland Building Division, and Texas Department of Insurance.

1.9 Make such reasonable modifications in the drawings, plans and specifications as may be required to meet any unanticipated condition or problem encountered during the course of construction. No change in or revision of any document shall be made without the consent of the District.

1.10 Perform, or cause to be performed, all services required of the Architect by the general and supplementary conditions of the contract relating to the project. Also perform, or cause to be performed, all services required of the Architect by the Educational Specifications. If there is a conflict between the general conditions of the contract and this contract, then the terms of this

contract shall prevail. If there is a conflict between the Educational Specifications and this contract, then the terms of this contract shall prevail.

1.11 Issue certificates of payment, keep accounts, and be responsible for the general administration and monitor the work within the scope of the project. The issuance of a certificate for payment shall constitute a representation by the Architect to the District, based on the Architect's observation at the site and of the data comprising the contractor's application for payment, that the work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accord with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment); and that the contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment shall not be a representation that the Architect has made (1) exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) any examination to ascertain how and for what purpose the contractor may have used the monies paid on account of the contract sum.

1.12 Be responsible for the review of all written warranties, guarantees, bonds, operating or maintenance instructions and manuals, together with any other pertinent documentation or documents called for in the plans, drawings and specifications, and deliver same to District prior to final acceptance of the project. Architect is also to assist the general contractor, as required, to obtain the Final Certificate of Occupancy from the City of Portland to the District.

1.13 Make an overall inspection of the project just prior to the expiration of the contractor's warranty period, and furnish the District with a written statement setting forth all items of work and/or material which the Architect determines to be defective due to defective workmanship and/or materials, in order that the District may pursue any claim it might have under the terms of the contractor's warranty.

1.14 Basic Services included in fee shall include but not be limited to all items defined as such in Attachment "A": Description of Basic Services and Special Services.

B. In the performance of such services the Architect shall not:

1.1 Be responsible for identification, testing, or removal of asbestos, lead based paint and underground contamination.

1.2 Authorize change orders without prior authorization of District.

1.3 Utilize any services of any engineers not previously approved by the District.

2. COST OF THE PROJECT: PRELIMINARY ESTIMATE. The District has budgeted the sum of Forty Million Dollars (\$ 40,000,000.00), excluding Architect's fees for the construction of this project (herein called the "budgeted amount" or "budgeted cost"). After Architect has prepared preliminary plans, drawings and specifications, and at each subsequent design phase, Architect shall provide a opinion statement of the probable cost of the project,

including supporting basic cost estimation reports and constructability review reports prepared by Architect at the conceptual design phase, the design development phase, the 50% construction drawings/specifications submittal phase and the 90% construction documents submittal phase. 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.

3. COST OF THE PROJECT: FINAL BIDS. The Architect shall design the project so that its total cost will not exceed the budgeted amount, or such greater sum as may be authorized by the District at the time of its approval of the detailed final plans, drawings and specifications. If all bids received exceed the budgeted cost of the project, the District may require the Architect, at no additional cost to the District, to make such revisions to the plans, drawings and specifications as may be necessary to reduce the total cost of construction so that an acceptable bid within the budgeted amount is obtained.

4. ARCHITECT'S FEE. The District will pay to the architect a fee of Six and Twenty-Five Hundredths percent (6.25%) of the final contract price for the construction of the project, which shall constitute complete compensation for all services performed, or caused to be performed, by Architect with respect to the construction of such project, except as specifically provided in paragraph 5 below.

Such fee shall be payable as follows:

4.1 An initial 15% of the fee shall be paid upon the approval and acceptance by District of the schematic plans, drawings, sketches, and specifications meeting the requirements of paragraph 2 above.

4.2 An additional 15% of the fee shall be paid upon the approval and acceptance by District of the design development plans, drawings, sketches, and specifications meeting the requirements of paragraph 2 above.

4.3 An additional 15% of the fee shall be paid upon the approval and acceptance by the District of 50% complete construction drawings, and specifications.

4.4 An additional 15% of the fee shall be paid upon the approval and acceptance by the District of 90% complete construction drawings, and specifications.

4.5 An additional 15% of the fee shall be paid upon authorization by the Board of Trustees to award a construction contract. If bids are not solicited within 90 days after the approval and acceptance by the District of the final detailed plans, drawings, and specifications, this portion of the fee shall be payable at that time.

4.6 An additional 20% of the fee shall be paid in monthly payments during the course of construction. Each monthly payment shall bear the same relation to 20% of such fee as the monthly payment made to the contractor bears to the total amount to be paid to the contractor.

4.7 The Project Architect will submit statements for professional services rendered to the District based on sections 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6. The statements shall be submitted for payment on or before the 15th of the month. For statements properly submitted on or before the 15<sup>th</sup> of the month, the District will pay for professional services on the 20th of the month.

4.8 The final 5% of the fee will be paid when all documents required in the Contract Documents or by this Contract have been furnished to the District; such documents shall include, but are not limited to: documents evidencing compliance with the design requirements set forth in paragraph I.A.1.3 above, windstorm requirements, insurance requirements, and other contract closeout documents.

4.9 It is understood and agreed that if the District has separately retained an engineering firm to provide the mechanical, electrical and plumbing ("MEP") engineering consultant services for this project, such engineering services would not be included in the Architect's basic services, and the Architect's Fee stipulated in this Section 4 would be adjusted and reduced by the lesser of (1) the MEP consultant services fee paid by the District to the MEP engineer for this project, or (2) an amount equal to 5.75 % of the MEP construction costs (excluding General Contractor's general conditions and overhead & profit).

5. ADDITIONAL COMPENSATION AND REIMBURSEMENT FOR CERTAIN EXPENSES: The following services and items of expense are not covered by the fee set forth in paragraph 4 above, and if initiated and authorized by the District, shall constitute additional work for which additional compensation may be paid to the Architect:

5.1 Revising the plans, drawings, specifications or other documents previously approved by the District to accomplish changes not initiated by the Architect or changes required as the result of the enactment or substantial revision of codes, laws or regulations subsequent to the preparation of the final plans, drawings and specifications. Changes and revisions required under the terms of paragraph 3 above are specifically excluded from the terms of this subparagraph.

5.2 Reproduction expenses for furnishing the District with a set of reproducible "as-built" drawings of the construction project.

5.3 Out-of-Pocket expenses of the Architect for trips other than to or from the Coastal Bend (Corpus Christi and Gregory-Portland) area made by the Architect at the request of the District.

5.4 Where the District is unable to provide accurate or sufficient underground site information on existing conditions, the Architect shall be compensated for providing services to investigate existing conditions and to make measured drawings thereof.

5.5 For extended service of Architect due to fire, storm, or Contractor default.

5.6 For services of engineers or special consultants (such as kitchen, audio visual, ADA (American with Disabilities Act), and, if required by District, independent certified cost estimating consultants) required other than normal structural, mechanical, electrical, and civil engineering consultants for the project at a cost of 1.0 times the cost.

5.7 For services rendered relating to any other work outside the Contractor's contract and when so directed by the District.

5.8 Other Additional or Special Services shall include all items defined as such in Attachment "A": Description of Basic Services and Special Services.

Architect shall not be entitled to any additional compensation or reimbursement of expenses for the services and expenses set forth above unless the amount thereof has been determined by the Architect and approved by the District, in writing, prior to the time that such services are performed or such expenses are incurred. The total additional compensation/reimbursement for expenses under Sections 5.2, 5.3 and Attachment A for travel and reproduction expenses, including any copying, reproduction and distribution expenses relating to solicitation of bids/proposals on behalf of the District, shall not exceed \$1,700. For additional service consultants to be retained by Owner, Architect will make best efforts to assist Owner in retaining consultants within Architect's projected cost estimates for such services.

6. DISTRICT'S RESPONSIBILITIES. The District shall:

6.1 Furnish the Architect full information establishing the District's requirements and objectives for the project. The District shall furnish such information and render its decisions promptly during the progress of the design, review and preparation of preliminary and final plans, drawings and specifications. Failure of the District to render any decision within ten (10) business days after receipt from the Architect of the data required for such decision shall entitle the architect to extend the time for performing his services by the additional time required for the District's action over and above such ten days.

6.2 Furnish the architect with an accurate survey of the building site, including the grades, contours and boundaries of the property, the location of all streets and easements, and all the information contained in the District's files relating to the location and scope of sewer, water, gas and electrical services.

6.3 Pay for the services of a soil engineer acceptable to both Architect and District, when such services are deemed necessary by the Architect, and approved by the District, to provide soil reports, test borings, test piers, soil bearing values, percolation test reports and other information necessary to the determination of sub-soil conditions.

7. TERMINATION OF CONTRACT. The District 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 District are returned to the District, the Architect shall be compensated for his services as follows:

7.1 If termination occurs prior to approval and acceptance by the District of the

Schematic Phase plans, drawings, sketches, and specifications meeting the requirements of paragraph 2 above, the Architect shall be paid a reasonable compensation for the services actually rendered by him, but in no event more than fifteen percent (15%) of the total fee which the Architect otherwise would have earned under the terms of this contract based upon the fee set forth in paragraph 4 above.

7.2 If termination occurs after the preparation, approval, and acceptance of the preliminary plans, drawings, sketches, and specifications, but prior to the completion and approval of Design Development final plans, drawings, sketches, and specifications, the Architect shall be paid a reasonable compensation for the services actually rendered by him but in no event less than fifteen percent (15%) nor more than thirty percent (30%) of the total fee which the Architect otherwise would have earned under the terms of this contract, based upon the fee set forth in paragraph 4 above.

7.3 If termination occurs after the preparation, approval, and acceptance of the Design Development Phase plans, drawings, sketches, and specifications, but prior to the completion and approval of 50% developed construction documents plans, drawings, sketches, and specifications, the Architect shall be paid a reasonable compensation for the services actually rendered by him but in no event less than thirty percent (30%) nor more than forty-five percent (45%) of the total fee which the Architect otherwise would have earned under the terms of this contract, based upon the fee set forth in paragraph 4 above.

7.4 If termination occurs after the preparation, approval, and acceptance of the Design Development Phase plans and specifications and completion and approval of 50% developed construction documents, but prior to the completion and approval of 90% developed construction documents plans, drawings, sketches, and specifications, the Architect shall be paid a reasonable compensation for the services actually rendered by him but in no event less than forty-five percent (45%) nor more than sixty percent (60%) of the total fee which the Architect otherwise would have earned under the terms of this contract, based upon the fee set forth in paragraph 4 above.

7.5 If termination occurs after the completions and approval of detailed final plans, drawings, and specifications, but before a bid within the budgeted cost of such project has been received, the fee of the Architect shall be seventy percent (70%) of the total fee which the Architect otherwise would have earned under the terms of this contract, based upon the fee set forth in paragraph 4 above.

7.6 If termination occurs after the letting of the contract, but prior to final completion and acceptance by the District, the fee of the Architect shall be computed in accord with the provision of paragraph 4 of this contract to the date of termination.

7.7 The foregoing shall not be construed to require the District to compensate the Architect for any services not performed, or not caused to be performed, in a proper professional manner suitable for use in connection with the construction of the project contemplated by the parties to this agreement.

7.8 If the Architect should be unable to complete this contract due to death, illness, or any other cause beyond his reasonable control, he or his estate shall be compensated in the manner set forth above.

7.9 The Architect may terminate this Contract upon giving District at least ten (10) days advance written notice and an opportunity to cure for the substantial breach of the terms and conditions of the Contract by the District through no fault of the Architect.

8. TECHNICAL ASSISTANTS AND CONSULTANTS. The District shall not pay the fees of expert or technical assistants and consultants unless such employment, including the rate of compensation, has been approved previously in writing by the District.

9. TIME AND ORDER OF ARCHITECT'S SERVICES. The Architect shall furnish the documents, or cause them to be furnished, and personally render, or cause to be rendered, the services required by this contract in such sequence and at such time as may be necessary to provide the prompt and continuous design and construction of the project.

10. ASSIGNABILITY. Except for routine duties delegated to personnel on the Architect's staff, the Architect shall not assign transfer or delegate any of his obligations or duties required under the terms of this contract to any person without the prior written consent of the District. If the Architect is a partnership which is dissolved or terminated during the term of this contract, such contract shall inure to the individual benefit of such partner or partners as the District may designate. No part of the Architect's fee may be assigned in advance of receipt by the Architect without prior written consent of the District.

11. 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.

12. INSURANCE AND RECORD INFORMATION. Architect shall furnish to Owner Certificates of Insurance evidencing the following coverages: general automobile liability insurance, workers' compensation insurance, public liability insurance, and errors and omissions professional liability insurance. Architect shall comply with any applicable criminal record information review requirements of Subchapter C of Chapter 22 of the Texas Education Code, including but not limited to Sections 22.0834 and 22.085.

13. MISCELLANEOUS.

13.1 This contract is to be performed in Portland, San Patricio County, Texas, and shall be governed by the laws of the State of Texas.

13.2 This contract represents the entire and integrated agreement between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended only by written instrument signed by both District and Architect.

13.3 Services provided by the Architect under this Contract shall be performed:

- a) With the professional skill and care ordinarily provided by competent members of the same profession (architects or engineers) practicing under the same or similar circumstances and professional license; and
- b) As expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer.

EXECUTED ON July 24, 2023

ATTEST:

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

*Amy Malone*  
Secretary

  
By Tim Flinn, President  
Board of Trustees

*Michelle Cavazos*  
Dr. Michelle Cavazos, Superintendent of Schools

PFLUGER ARCHITECTS, INC.  
(Project Architect)

By \_\_\_\_\_

By \_\_\_\_\_

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.

## **Attachment “A”**

### Description of Basic Services and Special Services

#### **Summary of Basic Services**

- Education Programming/Space Programming
- Design Phase Basic Cost Estimating (if required by District, detailed cost estimates by an independent certified Cost Estimator will be billed as an additional service)
- Architectural Design
- Coordination of all Design Consultants (On-site Civil, Structural, MEP, IT and Security designers, Landscape Architect, Building Envelope)
- On-Site Civil Engineering Services, including but not limited to:
  - Storm Water Management Plan/Drainage Study as required by the City of Portland
  - Storm Water Pollution Prevention Plan (SWPPP) as required by TCEQ
  - Fire Protection Plan to the City of Portland standards
  - Fire Flow Test: Conduct flow test on existing water mains for design of water and fire services for the proposed improvements as required by the City of Portland
  - Fire Flow Calculations and Report Calculations and report preparation demonstrating the proposed site will meet fire flow demands as required by the International Fire Code (IFC) and the City of Portland. This report will be prepared as part of the building permit submittal for review by City Staff.
- Structural Engineering Services (Including Windstorm Design) (Windstorm Inspections Paid for by the District)
- Acoustical Consulting & Design Criteria
- Building Code Consultant
- ADA Compliant Design & Specification
- Building & Site Signage Design & Specification
- Interior Colors and Materials selection and coordination
- Windstorm Compliant Structural Design, including but not limited to:
  - Submit the WPI-1 to the TDI
  - Review contractor submittals for curtain walls, storefronts, windows, personnel doors, overhead doors, louvers, roof top equipment, canopies, awnings, light sconces, etc. This review is to confirm that testing, engineering, and attachment requirements are met and understood.
  - Additional site visits to confirm that these assemblies are installed in accordance with the approved submittals
  - Submit the WPI-2 to the TDI
- Computer Generated Rendering (3 dimensional)
  - One Full Color Exterior — 2 framed copies
  - One full Color Interior — 2 framed copies
  - Multiple explanatory interior B&W interior views as required
- Bid Phase Administration/Contractor Selection, including but not limited to:
  - Write required Advertisements
  - Print and provide 5 sets of Bid Documents
  - Transmit Bid Documents to the Bidding Plan Rooms
  - Conduct Pre-Proposal Meeting
  - Conduct Bid Opening
  - Conduct Evaluation Process
  - Prepare recommendation to the Board of Trustees

- Construction Phase Administration until project completion (no set number of visits, but a minimum of weekly, and a maximum as required)
- Final Inspection—Project Close-out, including but not limited to:
  - Coordinate User Training
  - Consolidate Close Out Documents
  - Electronic As-built documents containing all changes issued in response to Requests for Information, Addenda, Architect's Supplemental Conditions, Field Orders and Change Orders. Also includes minor field fitting done by the Contractor.
- Warranty Inspection
  - Post Close Out trouble shooting during the Warranty Period
  - 1 year Warranty inspection and Report
  - Warranty work coordination and oversight
- Certification of T.E.A. Facility Standards
- Traffic Engineering/Circulation Design for the site, if applicable:
  - If required, preparation of a Level 1 Traffic Study meeting the requirements of the City of Portland and the Texas Department of Transportation (TxDOT). This proposal assumes that the traffic volumes generated by the new facility will not warrant a higher level traffic analysis. If a higher level traffic study is warranted then additional fees will be required. The level 1 traffic study will only evaluate a new Career and Technology Center and its impact to the adjacent roadway infrastructure.
- Landscape Architect
- Irrigation Systems Design
- Landscape Design
- Furniture Selection and Purchase (in coordination with Owner)
- IT and Security Design: Specification/Selection – Owner's computer/data system, Phone systems, Closed circuit TV system, Burglar alarm system, Card-key access controls system (if part of the bid documents for the Project, will be considered a basic service)

**Summary of Special Additional Services –Expected for this project (Not Included in Basic Service Fee)**

- Accessibility Review and Inspection
- Civil Engineering (unknown need)
  - Site Survey (Boundary and Topographic)(retained by owner)
  - Off-site Utility or Public Street Design (if required by site)
  - Platting on Property Acquisition services (if required by site)
  - Off-site Drainage Studies (if required by site)
- Geotechnical and Testing Services (retained by owner)
  - Geotechnical Sampling & Engineering
  - Construction Phase Materials Testing (Construction Budget)
- Wind-storm Inspection and Certification (retained by owner)
- H.V.A.C. Systems Commissioning (Construction Budget) (retained by owner)
- Air Testing and Balancing (Construction Budget)
- Specification/Selection – Owner's computer/data system, Phone systems, Closed circuit TV system, Burglar alarm system, Card-key access controls system (if part of the bid documents for the Project, will be considered a basic service)
- Reimbursable Expenses (Printing/Distribution)(no reimbursement for mileage)  
(All product required for the Architect and the Architect's consultants to perform the scope of their work is included in Basic Services. Cost of presentations for District Staff or the Board of Trustees is also in Basic Services as is 5 sets of Bid Documents.)