

INVOICE TO:  
Gregory-Portland ISD  
608 College Street  
Portland, TX 78374-2021

P.O. NUMBER: 9612100025  
VENDOR KEY : DUPLANTI000  
PAGE NUMBER: 1  
P.O. DATE : 03/05/2021  
SHIP DATE : 03/01/2021  
FISCAL YEAR: 2020-2021  
ENTERED BY : OTEROPAM000

PRINTED 03/05/2021

COMPANY:

DUPLANTIS DESIGN GROUP, PC  
314 EAST BAYOU ROAD  
THIBODAUX, LA 70301

Phone: (832) 369-8170  
Fax: (832) 369-8165

DELIVER TO:

GREGORY PORTLAND ISD/MAINT. DEPT-TR  
502 N. GREGORY  
GREGORY, TX 78359

ATTN: PAMELA OTERO

<u>QUANT.</u>	<u>UNIT OF MEASURE</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1		Stormwater Improvements/Drainage DDG Original Amount: \$ 70,800.00 First Invoice \$ 12,390.00 Balance: \$ 58,410.00	58410.00000	58410.00

USE P.O. NUMBER ON ALL CORRESPONDENCE

T A X E X E M P T I O N S

# 74-6001014  
Business Office: (361) 777-1091  
Fax Number: (361) 777-1093

PURCHASE APPROVED BY:



Interim CFO

=====  
P.O.: 9612100025 ACCOUNT SUMMARY (FOR INTERNAL USE) VENDOR KEY : DUPLANTI000  
ACCOUNT AMOUNT  
622 E 81 6629 00 041 0 99 606 58,410.00  
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## PROJECT ENGINEER'S CONTRACT

(G-PISD Middle School LID Stormwater Drainage Improvements Project)

The Gregory-Portland Independent School District (the "District" or "G-PISD") and Duplantis Design Group (the "Engineer") hereby agree as follows:

1. **SERVICES TO BE PERFORMED.** Engineer hereby agrees at his own expense to perform, or cause to be performed, by Texas registered engineers acceptable to the District surveying, civil engineering services, electrical design and landscaping plans necessary to properly design and develop the contract documents and administer the construction contract for the following G-PISD Project ("Project"):

G-PISD Middle School Low-Impact Development Stormwater Drainage  
Improvements Project

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

1.1 Review material furnished by the District to ascertain the requirements of the project and review Engineer's understanding of such requirements with the District.

1.2 Provide a preliminary evaluation of the project budget requirements, subject to the limitations set forth in Paragraph 2.

1.3 Prepare, or cause to be prepared preliminary plans of the project, and project budget estimate which meet the general project requirements of the District; the requirements of any applicable state or federal law or municipal ordinance; and, the requirements of any municipal, state or federal agency or commission having authority with respect thereto. Without limiting the foregoing, Engineer specifically is required to provide to Owner the certification required in 19 TAC 61.1033 or 61.1036 et seq. if applicable to this construction.

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.

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

1.7 Solicit bids/proposals on behalf of the District and recommend to the District the bid/proposal, if any, to be accepted.

1.8 Make all necessary submissions 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 Commission on Environmental Quality, the City of Portland Fire Department, and the City of Portland Building Division.

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 Engineer by the general and supplementary conditions of the contract relating to the project. If there is a conflict between the general conditions of the contract and this contract, then the terms of this contract shall prevail.

1.11 As required of Engineer by the contract documents, issue certificates of payment, and be responsible for the general administration of the work. The issuance of a certificate for payment shall constitute a representation by the Engineer to the District, based on the Engineer's observation at the site, visible improvements 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 Engineer'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 Engineer has made exhaustive or continuous on-site inspections or 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 forwarding to the District prior to final acceptance of the project, 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. Engineer is also to assist the general contractor, as required, to obtain the Final acceptance of improvements from the City of Portland for the District.

1.13 Make a follow up inspection of the project just prior to the expiration of the contractor's one-year warranty period for correction of Work, and furnish the District with a written statement setting forth all items of work and/or material which the Engineer 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.

- B. In the performance of such services the Engineer shall not:
- 1.1 Be responsible for identification, testing, or removal of asbestos or any other hazardous materials.
  - 1.2 Be responsible for the Contractor's responsibilities for construction means and methods of construction nor job site safety.
  - 1.3 Authorize change orders without prior authorization of District.
  - 1.4 Utilize any services of any engineers/consultants not previously approved by the District.

2. COST OF THE PROJECT: PRELIMINARY ESTIMATE. The District has budgeted the sum of approximately \$800,000.00, not including contingency allowance and excluding Engineer's fees for the construction of this project (herein called the "budgeted amount" or "budgeted cost"). After Engineer has prepared preliminary plans, drawings and specifications, Engineer shall provide preliminary estimates of the total cost of the project. Engineer shall make such revisions in the preliminary plans, drawings and specifications as may be required to reduce the estimated 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 plans, drawings and specifications until this is accomplished. Review and acceptance of the plans, drawings and specifications by the District shall not relieve the Engineer of the responsibility for the technical adequacy of such plans, drawings and specifications.

3. COST OF THE PROJECT: FINAL BIDS/PROPOSALS. The Engineer shall design the project consistent with sound professional practices and 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 preliminary plans, drawings and specifications. If all bids/proposals received exceed the budgeted cost of the project, the District may require the Engineer, 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/proposal within the budgeted amount is obtained. The Engineer, however, shall not be required to make any revisions to his plans, drawings and specifications, at his sole cost and expense, if such revisions constitute extended services for cost increases due to a storm or natural catastrophe under Section 5.5 of this Agreement, or if the percentage increase in the general cost of construction during the time interval elapsing between the completion of the preliminary plans, drawings and specifications and the bid/proposal opening is equal to or more than the percentage obtained by dividing (a) the amount by which the lowest bid/proposal exceeds the budgeted cost of the project by (b) the budgeted cost of such project.

4. ENGINEER'S FEE. The District will pay the engineer a fee of Eight and Eighty-five One Hundredths percent (8.85%) 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 Engineer 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 35% of the fee shall be paid upon approval and acceptance by the District of detailed final plans, drawings and specifications.

4.2 An additional 35% of the fee shall be paid upon award of a construction contract.

4.3 An additional 25% of the fee shall be paid upon final completion of the project.

4.4 The Project Engineer will submit statements for professional services rendered to the District based on sections 4.1, 4.2, 4.3. The statements shall be submitted for payment on or before the 15th of the month. For statements properly submitted on or before the 15th of the month, the District will pay for professional services on the 20th of the month.

4.5 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 1.A.1.3 above, windstorm requirements, insurance requirements, and other contract closeout documents.

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 Engineer at the rates set forth in Exhibit B.

5.1 Revising the plans, drawings, specifications or other documents previously approved by the District to accomplish changes not initiated by the Engineer 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 the subparagraph.

5.2 Reproduction expenses for furnishing the District with a set of reproducible record drawings of the construction project and cost associated with the procurement of "models" or professional renderings.

5.3 Out-of-Pocket expenses of the Engineer for trips out of the coastal bend area made by the Engineer 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 Engineer shall be compensated for providing services to investigate existing conditions and to make measured drawings thereof.

5.5 For extended service of Engineer due to fire, storm (or other natural catastrophic event), or Contractor default.

5.6 For services of special consultants such as kitchen, audio visual, technology, ADA (Americans with Disabilities Act), acoustical, cost estimating consultants and any other specialty

consultant required (other than normal structural, mechanical, electrical, drainage system civil engineering) 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. Engineer 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 Engineer and approved by the District, in writing, prior to the time that such services are performed or such expenses are incurred.

6. DISTRICT'S RESPONSIBILITIES. The District shall:

6.1 Furnish the Engineer 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) days after receipt from the Engineer of the data required for such decision shall entitle the engineer to extend the time for performing his services by the additional time required by the District's action over and above such ten days.

6.2 Furnish the Engineer with all the information contained in the District's files relating to the building site, location and scope of sewer, water, gas and electrical services.

6.3 Pay for the services of a soil engineer acceptable to both Engineer and District, when such services are deemed necessary by the Engineer, 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. Engineer shall be entitled to rely on the accuracy and completeness of the information provided in such reports and tests results in performing its services hereunder.

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 Engineer shall be compensated for the services which he has performed prior to date of termination.

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 ENGINEER'S SERVICES. The Engineer shall furnish the documents, or cause them to be furnished, and personally render, or cause to be rendered, the services required by this contract consistent with sound professional practices and in such sequence and at such time as may be necessary to insure the prompt and continuous design and construction of the project.

10. ASSIGNABILITY. Except for routine duties delegated to personnel on the Engineer's staff, the Engineer 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 Engineer 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 Engineer's fee may be assigned in advance of receipt by the Engineer without prior written consent of the District. Engagement of technical assistants and consultants pursuant to paragraph 8 shall not be considered an assignment for purposes of this Agreement.

11. OWNERSHIP OF DOCUMENTS. The District acknowledges that specifications, plans and other documents, including those in electronic form, prepared by Engineer are instruments of service. Nevertheless, upon the completion of the project (or upon termination prior to completion) the Engineer shall furnish to the District, in a suitable container for filing, the original tracings, or other positive printings from which reproductions may be made, of all designs and drawings, together with a correct and legible set of specifications reflecting all significant changes to the project including change orders, field orders, and addendum items, provided that the District has complied with its obligations under the Contract upon completion or termination, including payment of sums due. The District shall be the owner of such drawings and specifications; however, the District agrees that it will not reuse drawings and specifications in another project, or modify the instruments of service, without the prior written authorization of the Engineer.

12. MISCELLANEOUS.

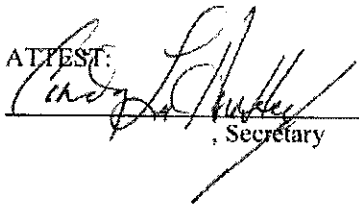
12.1 This contract is to be performed in Portland, San Patricio County, Texas, and shall be governed by the laws of the State of Texas.


12.2 This contract represents the entire and integrated agreement between the District and the Engineer 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 Engineer.

EXECUTED ON 16 November, 2020.

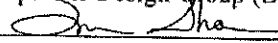
GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

ATTEST:

  
\_\_\_\_\_  
Secretary

By   
\_\_\_\_\_  
Dr. Michelle Cavazos, Superintendent

PROJECT ENGINEER  
Deplantis Design Group (DDG)

  
\_\_\_\_\_

By Sam Thomas, PE

Title Senior Associate