



July 9, 2025

Chris Casarez  
Purchasing Coordinator  
Gregory-Portland Independent School District  
[CCasarez@g-pisd.org](mailto:CCasarez@g-pisd.org)

Re: Proposal – Scope of Architectural Services and Compensation (Part I)  
Elementary Playground Improvements  
Portland, Texas

Dear Mr. Casarez:

We are pleased to express our interest in providing architectural services for the referenced project and offer the following proposal for your consideration.

#### Scope of Project

We understand the scope of the project to be: Construction of the Elementary playground improvements and all required elements.

#### Services

Our services will include the following:

1. Preparation of a 100% set of construction drawings and specifications.
2. Attendance at Owner review meetings.
3. Revision of the drawings and specifications and issue as signed and sealed. Permit services are included.
4. During bidding period, solicit bids on behalf of the District and respond to bidder questions regarding plans and specifications.
5. Construction administration:
  - a. Semi-weekly site visits including the preparation of observation reports.
  - b. Review of shop drawings and submittal data.
  - c. Review and respond to RFI's.
  - d. Issue certificates of payment, keep accounts, and be responsible for the general administration and supervision of the work.
  - e. Responsible for the assembly of all written warranties, guarantees, bonds operating or maintenance instructions and manuals and deliver to District prior to final acceptance of project.
  - f. Warranty period, make an overall inspection of the project prior to the expiration of the contractor's warranty period. Furnish the District with a written statement.

Services excluded from basic services:

1. Design and detailing of any work other than the description stated above.
2. Detailed or exhaustive opinions of probable construction costs.



3. Reporting to USGBC for project LEED certification.
4. Design or detailing of contractor means and methods.
5. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).
6. Testing of in place materials or framing systems to determine strengths, properties of materials or similar information. (Will be required for this project)
7. Field measurements of existing structures or framing. Existing structures or framing will be depicted in accordance with existing documents provided by others.
8. Reimbursables such as printing and TDLR review and inspection fees.
9. Geotechnical investigation. (Will be required for this project, if no prior tests available)
10. Civil Topographic Survey. Required for this project.
11. Windstorm Inspections and Certification. Required for this project.

### Fees

We propose to provide architectural and engineering services for a Fixed Fee Basis (See Exhibit B, Fee Schedule) of the cost of work of all additions and/or renovations to facilities not to exceed \$120,000.00 plus pass through costs estimated to be \$3,000.00 for TDLR and printing of construction documents.

Any Additional Services Hourly Rates: (See Exhibit B, Fee Schedule)

### Payment Schedule

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month.

If this proposal is acceptable, please sign Part I and return one copy to our office. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form of agreement. We appreciate your consideration and look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "TB", is written over a horizontal line.

Todd Brendalen, Managing Partner  
LWA Architects



Accepted by:

\_\_\_\_\_  
Gregory-Portland Independent School District

\_\_\_\_\_  
Date

## Part II – Terms and Conditions

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and (Consultant) cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Client are specifically objected to.
  2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some Projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.
  3. **SAFETY.** (Consultant) has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, (Consultant) specifically disclaims any authority or responsibility for general job site safety and safety of persons other than (Consultant) employees.
  4. **DELAYS.** If events beyond the control of Client or (Consultant), including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, (Consultant) shall be entitled to an equitable adjustment in compensation.
  5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay (Consultant) for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
- In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.
6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by (Consultant) is supplied for the general guidance of the Client only. Since (Consultant) has no control over competitive bidding or market conditions, (Consultant) cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.



7. RELATIONSHIP WITH CONTRACTORS. (Consultant) shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but (Consultant) specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by Client's contractors.

8. CONSTRUCTION REVIEW. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold (Consultant) harmless from any claims resulting from performance of construction-related services by persons other than (Consultant).

9. INSURANCE. (Consultant) will maintain insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and (Consultant) business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include (Consultant) as an additional insured on its policies relating to the Project. (Consultant) coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. PROJECTS WITH MULTIPLE CLIENTS. When (Consultant) undertakes a Project for multiple Clients: It is understood and agreed that each Client on this Project is jointly and severally liable for payments to (Consultant) for (Consultant) work under this Agreement and on the Project. If any Client on the Project fails to make timely payment to (Consultant), and the remaining Clients wish to continue the Project, the remaining Clients will promptly confirm to (Consultant) in writing their wish for (Consultant) to continue the Project and that they are obligating themselves to (Consultant) for the additional (defaulted) portion of the Project. (Consultant), at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

11. HAZARDOUS MATERIALS. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. (Consultant) and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. (Consultant) agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize (Consultant) to execute such documents as Client's agent. Client waives any claim against (Consultant) and agrees to defend, indemnify, and hold (Consultant) harmless from any claim or liability for injury or loss arising from (Consultant) discovery of unanticipated hazardous materials or suspected hazardous materials.

12. INDEMNITY. To the fullest extent permitted by law, (Consultant) shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused by the negligent acts, errors or omissions of (Consultant), its agents or employees.





To the fullest extent permitted by law, Client shall indemnify, and hold harmless (Consultant) from and against loss, liability, and damages sustained by (Consultant), its agents, employees, and representatives by reason of injury or death to persons, damages to tangible property, to the extent caused directly by negligent acts, errors or omission of Client, its agents, or employees.

13. **LIMITATIONS OF LIABILITY.** No employee or agent of (Consultant) shall have individual liability to Client.

Client agrees that, to the fullest extent permitted by law, (Consultant) total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, (Consultant) negligence, errors, omissions, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total expenses and lost profit for recovery from all insurers, claims, losses, related expenses, and damages.

14. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. **ACCESS.** Client shall provide (Consultant) safe access to any premises necessary for (Consultant) to provide the Services.

16. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by (Consultant) for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of 90 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, (Consultant) shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this 90-day period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to indemnify, and hold harmless (Consultant) from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

17. **AMENDMENT.** This Agreement, upon execution by the parties hereto, can be amended only by a written instrument signed by the parties.



18. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of each other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

19. STATUTES OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

20. DISPUTE RESOLUTION. The parties shall attempt to settle disputes arising under this Agreement by discussion between the party's senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, the parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

21. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.