



MARBLE FALLS

Independent School District

Meeting Date:

Meeting Type:

LOVE & INSPIRE

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

August 12, 2025

Mr. Mackie Price
Bond Director
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654

Re: Proposal for Elementary School Playground Improvements Project

Dear Mr. Price:

We are pleased to provide a proposal for professional services for the Marble Falls Independent School district elementary school campus playground improvements. The elementary school campuses to be included in the playground improvements are as follows:

- Spicewood Elementary School
- Marble Falls Elementary School
- Highland Lakes Elementary School
- Colt Elementary School

We understand, as part of this project, Corgan is to visit each campus and document the existing playground conditions for accessibility, current condition of existing playground structures, condition of material used for existing soft fall playground material, existing borders and existing shade structures. Corgan will identify the scope of work to be included in the contract documents at each elementary campus. Corgan will coordinate with and develop playground equipment design requirements with district preferred playground manufacturer, develop the contract documents for procurement of work by the school district and provide construction administration services.

Our proposal includes the following basic services: Architectural and limited site improvements services to include new sidewalks to accessible playgrounds.

We propose to provide the above-mentioned basic services for a lump sum fixed fee of \$209,000.00. Our fee is divided into Phases which break down as follows:

Schematic Design – 15% of the total fee
Design Development – 15% of the total fee
Construction Documentation – 40% of the total fee
Bidding and Contract negotiation – 5% of the total fee
Construction Administration – 25% of the total fee

This proposal is limited to the scope of basic services defined above. The following are clarifications and exclusions to be provided by others: record documentation of the existing facility, civil engineering, site survey, topographic and utility survey, geotechnical borings or reports. material testing services, TDLR review and inspection fees, and city permitting fees.

Upon acceptance of this proposal, we understand the contract for these services to be included in an AIA B101 Standard Form of Agreement between Owner & Architect.

We appreciate the opportunity to serve the district on this very exciting project for the students and community of Marble Falls ISD. If you have any questions or need additional information, please let us know.

Sincerely,



Sylvia Cancino, AIA, NCARB
Principal
Corgan

Accepted:

Marble Falls ISD

Date

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

Validity and Effect

Corgan's proposal is valid for thirty days. Should Client ask Corgan to begin work before executing an agreement; Client agrees that the proposed terms are the contract in force between Corgan, subject to amendment when Corgan's agreement is executed.

Client Responsibilities

Client agrees to provide complete information about the site and/or building and legal, accounting, insurance counseling and additional specialty consultant services as may be required. Corgan shall be entitled to rely upon and shall have no responsibility to verify the accuracy and completeness of such services and information.

Statements

Client will receive a statement every month for services performed during the previous month. Payment is due upon receipt. Interest will be payable after 60 days at the maximum rate allowed by law. Corgan reserves the right to suspend work without breach of contract if Client's account is past due and to charge Client for all costs incurred by us, including legal fees, if Corgan takes action to collect the account. All payments are to be made in US dollars.

Project Expenses

Project expenses such as, but not limited to, photocopies, reproduction, prints, long distance communications, travel, delivery, photography, outside consultants, renderings, models, and any additional insurance that Client requests will be billed at Corgan's standard rates or at actual expense times 1.10. Client also agrees to reimburse us at Corgan's cost for any sales tax which may be assessed for Corgan's professional services.

Change of Scope

Fees are subject to equitable adjustment if the agreed scope is changed.

Construction Phase Services

Any and all construction administration services will be furnished consistent with the terms and conditions of AIA Document B101, most current version, Article 3.6 Construction Phase Services.

Additional Services

These are services beyond those agreed to, including among others, Corgan's revisions due to Client's adjustments in the project scope, quality, or budget, or changes resulting from tariffs and price escalations. Additional Services will be billed at standard rates. Corgan can also provide, at Client's authorization and cost, graphic and signage design, fine art consultation, and specialized computer-produced designs, presentations, imaging, etc.

Dispute Resolution

All claims and disputes relating to Corgan's services will first be addressed through non-binding mediation prior to pursuit of formal claims or litigation. A mediator that is mutually acceptable to both parties will be selected.

Change Orders

Corgan will review construction change orders for Client's approval, if these are among the services in Corgan's scope of work. Some reasonable extent of change orders resulting from field conditions and unanticipated causes are normal and should be anticipated by contingency in Client's construction budget.

Use of Architect's Drawings

Corgan drawings and specifications are instruments of service solely with respect to this project. As author, Corgan retains copyright, common law, and statutory rights. Client may retain copies for reference, but Client may not use these on other projects or to complete this project without Corgan's express written permission.

Termination and Suspension

The Agreement may be terminated by either of us upon 7 days' written notice for either cause or convenience. In the event of termination or project suspension, Client agrees to pay us for services and project expenses then due. If Client suspends the project for more than 3 months, Corgan reserves the right to re-negotiate the balance of its fees to reflect current personnel and project restart costs. Should Corgan's

services be terminated without cause, Client agrees to release us from all liability from the work performed.

Asbestos and Hazardous Wastes

Corgan does not perform services related to the identification, containment or removal of asbestos or hazardous waste, including pollutants, nor will Corgan assume liability for any damages or costs related to these materials existing in buildings, property or construction products.

Insurance

Corgan carries various forms of industry insurance including Workers' Compensation, Professional Liability and Standard General Liability Insurance. An insurance certificate is available upon request. To the extent damages are covered by property insurance, Corgan agrees to waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of insurance.

Successors and Assigns

Client and Corgan agree, respectively, to bind themselves, their successors, and their assigns to the terms of the Agreement. Neither party may assign this agreement without the approval of the other. Notwithstanding, Corgan may assign this agreement to a Corgan Associates, Inc. controlled entity or affiliate.

Standard of Care

In performing its services, Corgan will use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the design profession practicing in this locality. Further, some changes and adjustments in the project will be required in order to correct errors or omissions in construction documents and should be anticipated in Client's construction budget contingency.

Limitation of Liability

The total aggregate liability of the Architect, including its subconsultants, will not be greater than two times (2X) the total amount of Corgan's fee for professional services for claims against the Architect related to the project and services rendered or failed to render including, but not limited to, professional errors or omissions within the normal standard of care, negligence, strict liability, breach of contract or warranty.

Waiver of Consequential Damages

To the fullest extent permitted by law, neither the Owner, the Architect, or their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or any third-party beneficiary claiming under the Agreement; or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement.

No Fiduciary Responsibility of the Architect to the Owner

The provisions of this agreement constitute the complete responsibilities and define the relationship of the Owner and Architect; moreover, nothing herein establishes a fiduciary responsibility of the Architect to the Owner.

Force Majeure

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, tariffs, trade disputes, fire, casualty, flood, earthquake, war, strike, lockout, pandemic or epidemic, destruction of facilities, riot, insurrection, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing (collectively, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

Statement of Jurisdiction

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects or interior designers in Texas. The Board may be contacted: P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

350, Austin, Texas 78701-3942, Phone: (512) 305-9000; or,
www.tbae.stte.tx.us.

Standard Hourly Rates

Leadership

Managing Principal	\$450
Principal	\$425
Associate Principal	\$400

Architecture

Sr Architectural Project Manager	\$370
Architectural Project Manager	\$335
Project Architect	\$285
Project Lead	\$265
Architect	\$230
Project Coordinator	\$225
Project Specialist — Architecture	\$175
Student Architectural Intern	\$110

Interior Design

Sr Interior Design Project Manager	\$320
Interior Design Project Manager	\$270
Project Interior Designer	\$230
ID Project Lead	\$220
Interior Designer	\$200
ID Project Coordinator	\$190
Project Specialist — Interiors	\$150
Student Interior Design Intern	\$100

Workplace Strategy

Director, Workplace Strategy	\$280
Project Manager, Workplace Strategy	\$220
Sr Specialist, Workplace Strategy	\$195
Specialist, Workplace Strategy	\$165
Student Workplace Strategy Intern	\$110

Furniture

Director, Furniture Services	\$250
Project Manager, Furniture Services	\$235
Sr Specialist, Furniture Services	\$150
Specialist, Furniture Services	\$135

Branded Environments

Director, Branded Environments	\$250
Project Manager, Brand + Graphics	\$235
Design Manager, Brand + Graphics	\$180
Project Manager, Art Coordination	\$180
Project Lead, Brand + Graphics	\$170

Design

Studio Design Director	\$360
Design Manager	\$280
Project Designer	\$255
Designer	\$225

HUGO

Director, HUGO	\$275
Assistant Director, HUGO	\$230

Senior Strategist	\$230
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Technical Design Services

Manager, Specifications	\$390
Senior Practice Advisor	\$310
Senior Specifier	\$310
Sr Specialist, Lighting Design	\$310
Sr Specialist, QA and Control	\$310
Sr Specialist, Roofing	\$310
Sr Specialist, Acoustical Design	\$310
Sr Specialist, Building Hardware	\$310
Specifier	\$225
Specialist, Roofing	\$185
Specialist, Lighting Design	\$155
Specialist, Acoustical Design	\$155
Manager, Specifications	\$390
Senior Practice Advisor	\$310

Specialists

Senior Aviation Planner	\$275
Aviation Planner	\$250
Aviation Project Analyst	\$225
Director, Bond Planning	
Communications	\$250
Specialist, Education Design Research	\$175
Specialist, Bond Planning	
Communications	\$150
Senior Healthcare Planner	\$250
Healthcare Planner	\$205
Director, Photography	\$220
Photographer	\$200
Graphic Design Manager	\$200
Graphic Designer	\$175
Junior Graphic Designer	\$120
Graphic Design Intern	\$90
Director, Model Shop	\$195
Assistant Director, Model Shop	\$185
Shop Fabricator	\$170
Practice Technology Director	\$275
Practice Technology Manager	\$240
Lead Practice Technology Specialist	\$225
Sr Practice Technology Specialist	\$220
Practice Technology Specialist	\$210
Practice Technology Coordinator	\$170
Project Manager, Sustainability	\$260
Sr Analyst, Sustainability	\$250
Analyst, Sustainability	\$175
Sustainability Lead	\$150
Director, Data Center Solutions	\$275
Business Facilitator	\$230
Program Lead	\$230
Administrative Assistant	\$175
Specialist, Construction Administration	\$175
Specialist, Document Control Analyst	\$170
Resources Manager	\$160
Resource Coordinator	\$135

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MediaLab

VFX Creative Director	\$305
Executive Creative Director	\$305
VFX Art Director	\$250
Lead Editorial	\$250
VFX Supervisor	\$240
Senior Editor	\$240
Production Director	\$240
Sr Creative Director	\$240
Shooter/Editor	\$240
Creative Director	\$230
Lead Producer	\$230

**** Rates are the maximum for each job title***