IRVING INDEPENDENT SCHOOL DISTRICT

Regular - BOARD OF TRUSTEES
7:00 PM

Irving ISD Board Room
2621 West Airport Freeway
Irving, TX 75062
Monday, September 18, 2023

A G E N D A

I. CALL TO ORDER FOR 7:00 P.M. REGULAR BOARD MEETING

II. FIRST ORDER OF BUSINESS

A. Announcement by the chairperson whether a quorum is present, and that the meeting has been duly called, and that notice of the meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

B. Invocation - John Moss

C. Pledge of Allegiance to the American and Texas Flags Presented by Elliottt ES

D. Recognition of the Teacher of the Month - Hope Lee, 6th/7th ELAR GT, Austin MS 5

E. Recognition of the Employee of the Month - Marquez Davis, Dean of Students, MacArthur HS 6

F. Recognition of the Guest Educator of the Month - Brenda Barcenas, Farine ES 7

G. Special Recognition

1. Receive Public Input on 2023-2024 Every Student Succeeds Act (ESSA). (F. Natividad) 8

H. Public Comment - Individuals Wishing to Address the Board on Agenda Items.

III. ACTION ITEMS

A. Consider Approval of Consent Agenda Items:

1. Consider Approval of Minutes of August 21, 2023 Work Session and Regular Board Meeting. 25

2. Consider Approval of Financial Statement for July 2023. (AD Jenkins) 32

Construction and Replacement of the Student Transportation and Logistics Center (2023 Bond Funded). (F. Natividad/G. Johnson/M. Zakhary)

16. Consider Approval of Award for Request for Proposal (RFP) #23B-12-600 for the Purchase of Security Product Kits and Related Products (2023 Bond Funded). (A. Smith/L. Rosado) 400

17. Consider Approval of Award for Request for Proposal (RFP) #23B-13-600 for the Purchase of Security Sensors, Beacons, and Related Services (2023 Bond Funded). (A. Smith/L. Rosado) 404

18. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-68-914 for the Purchase of Carpet, Tile, Wood, and other Related Flooring Services and RFP #19-05-914 for the Purchase of Exterior/Interior Door Supplies and Repairs. (A. Smith/L. Rosado) 408

19. Consider Approval of Amendment to the 2023-2024 School Board Meeting Schedule. (E. Kolni) 414

20. Consider Acceptance of Gifts and Donations to the District. (F. Natividad) 416

21. Resolution #23-24-01 Authorizing the District to Join Litigation Against the Texas Education Agency Challenging Lack of Transparency in Calculation of School District Accountability Ratings. (R. Randle) 419

IV. **OTHER BUSINESS**

A. Written Reports

1. Division Reports

a. Business Services 421

- Total Tax Collections
- Payroll
- Investment Earnings
- Quarterly Investment Report

b. Support Services 436

- Monthly Maintenance work Order Summary Report for September. (A. Smith)

c. Human Resources

B. Announcements

1. Administration

    a. Superintendent Announcement(s)

2. Board of Trustees

    a. Individual Trustee Report on IISD Student Activity/Event

V. **EXECUTIVE SESSION -** The Board may recess the Open Meeting and reconvene in a Closed Meeting pursuant to the following sections of the Texas Government Code and as authorized by Sections 551.071-551.076 and 551.082-551.084 therefore of

A. Section 551.071 - To seek the advice of the Board's attorney about:

1. Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation.

2. A Matter in Which the Professional Duty of the Attorney to the Board Conflicts with the Applicable Provisions of the Texas Open Meetings Act.

B. Section 551.072 - To deliberate the purchase, exchange, sale, lease or value of real property if such deliberation in open session would have a detrimental effect on the Board's position in negotiations with a third party.

C. Section 551.074 - To deliberate the appointment, employment, resignation, evaluation, reassignment, proposed nonrenewals, termination, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

VI. **RECONVENE** from Closed Meeting for Action Relative to Items Covered in Such Meeting.

A. Consider Action by the Board Related to Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation.

B. Public Comments - individuals wishing to address the Board or make comments regarding issues not on the agenda will be heard at this time.

VII. **ADJOURNMENT**

RECOGNITION
September 18, 2023

TEACHER OF THE MONTH
September 2023

Mrs. Hope Lee began her career in Irving ISD in August 2020 as an English Language Arts ESL GT Teacher at Austin Middle School, where she continues as a 6th/7th GT Teacher this year.

Hope Lee is an exemplary teacher! She is dedicated and committed to helping her students learn and grow. She uses creative and engaging ways to teach and inspire her students. Mrs. Lee has an abundance of patience and creates a supportive environment for her students to succeed. Mrs. Lee is the most kind and giving educator. She displays genuine care for her student's overall well-being. Mrs. Lee exceeds the expectations of being a great teammate!

Congratulations Mrs. Hope Lee on being Irving ISD's September Teacher of the Month!

RECOGNITION
September 18, 2023

EMPLOYEE OF THE MONTH
September 2023

Mr. Marquez Davis began his career with Irving ISD in 2019 as a SPED Resource/ Inclusion Math Teacher at MacArthur High School. During the 2022-2023 school year, Mr. Davis continued serving at MacArthur as a SPED PASS Teacher and for the 2023-2024 school year, Mr. Davis was chosen to serve as the Dean of Students.

Marquez Davis is an exceptional role model and leader. In his first year in his new role, Mr. Davis exemplifies his knowledge and proven practice in differentiating instruction based on student needs. He implements interventions to ensure students have equal access to the curriculum, and he is passionate about student success. Mr. Davis actively seeks partnerships with staff, parents, and students to support student goals in the areas of academics, behavior, and attendance. During the first three days of school, Mr. Davis met with students who were assigned at the Student Reassignment Center and were in attendance in the ISS classroom. Mr. Davis also greets students each morning at the south entrance, where he gives each student a fist bump and refers to them as scholars. Mr. Davis had students complete a “Get to Know Me” activity and taught social skills lessons about leadership and decision-making. Students have been engaged in the lessons and are excited about working with him.

Mr. Davis demonstrated his support for teachers by creating a Google form for staff to input their needs ranging from classroom resources to questions about evaluators, and teacher interest in partnering with other departments to support writing. Mr. Davis immediately responded to staff requests through seeking answers and delivering resources. Teachers are already asking Mr. Davis to observe classrooms and provide feedback on management strategies. Mr. Davis is a rock star! We are excited to have him serve in this role.

Congratulations Mr. Marquez Davis on being Irving ISD’s September Employee of the Month!

I

RECOGNITION
September 18, 2023

GUEST EDUCATOR OF THE MONTH
September 2023

Ms. Brenda Barcenas began her career with Irving ISD in 2017 at a SPED LIFE Aide at Thomas Haley. She also served as a general education aide and in 2022 - 2023, Ms. Barcenas served in a Temporary Campus Support position at John Haley Elementary School. This year, Ms. Barcenas returned to Irving ISD, serving as a Guest Educator.

Farine Elementary School speaks very highly of Ms. Barcenas. She has kindly accepted the job as a long term Guest Educator for a kindergarten classroom. She took the time to meet with the kindergarten teacher before the school year began to talk through how to set up the room and how to prepare for the first few weeks of school. If someone were to walk in right now, they would be in awe of the amazing things happening in that classroom. Ms. Barcenas has fit in so well as a part of the Farine family and the kinder team. We are VERY lucky to have her with us!

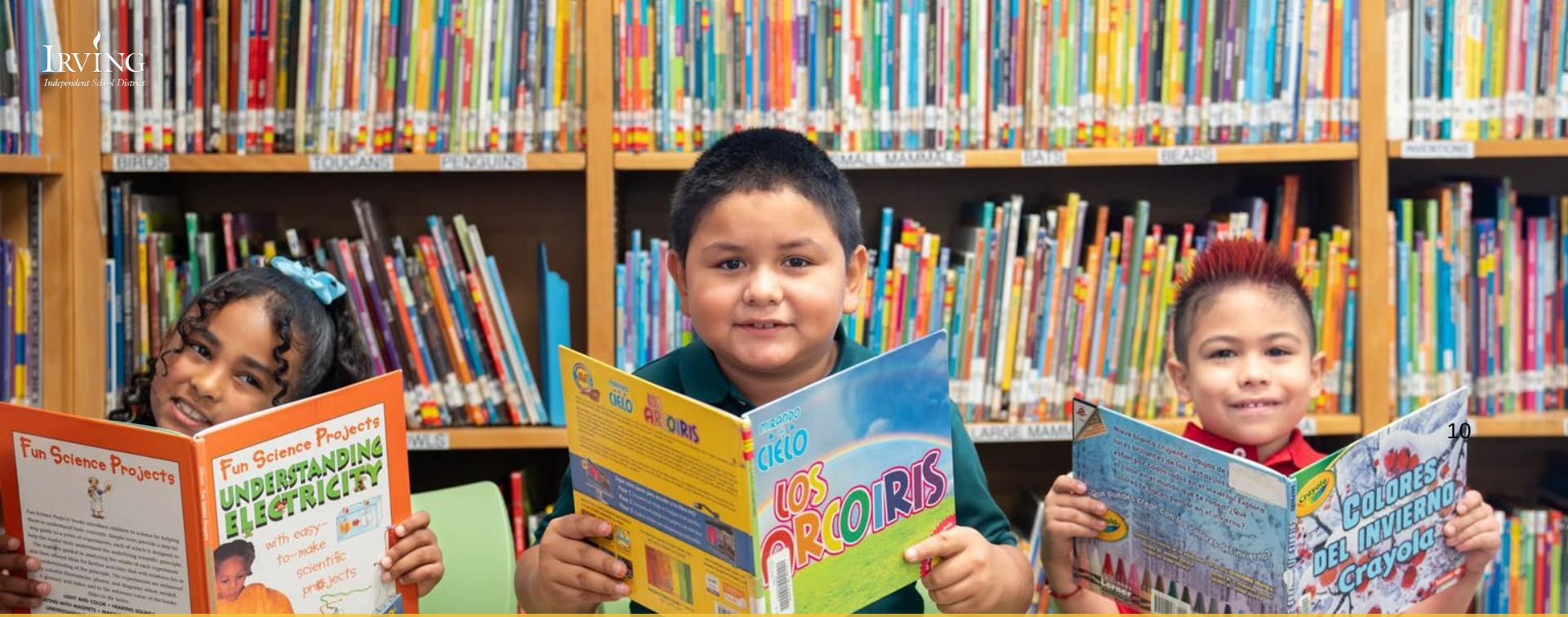
Congratulations Ms. Brenda Barcenas on being Irving ISD's September Guest Educator of the Month!

TOPIC: Receive Public Input on 2023-2024 Every Student Succeeds Act (ESSA).

Fernando Natividad, Chief Financial Officer, will be in attendance to receive input on the preliminary planning for expenditure of Every Student Succeeds Act (ESSA)federal funds.

Attachment:
1.Public Input on Federal Funds Preliminary Planning

IRVING
INDEPENDENT SCHOOL DISTRICT



Public Input

AGENDA

1. What is ESSA?
    1. Title I
    2. Title II
    3. Title III
    4. Title IV

Board Meeting (September)

1. What is ESSA?

A New Education Law

The Every Student Succeeds Act (ESSA) was signed by President Obama on December 10, 2015, and represents good news for our nation's schools. This bipartisan measure reauthorizes the 50-year-old Elementary and Secondary Education Act (ESEA), the nation's national education law and longstanding commitment to equal

The previous version of the law, the No Child Left Behind (NCLB) Act, was enacted in 2002. NCLB represented a significant step forward for our nation's children in many respects, particularly as it shined a light on where students were making progress and where they needed additional support, regardless of race, income, zip code, disability, home language, or background. The law was scheduled for revision in 2007, and, over

Board Meeting (September)

Title I

Title I, Part A – Improving Basic Programs Operated By Local Educational Agencies—of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA) of 2015, provides supplemental funding to state and local educational agencies to acquire additional education resources at schools serving high concentrations of students from low-income homes. These resources are used to improve the quality of education programs and ensure students from low-income families have opportunities to meet challenging state assessments.

Closing the educational gap between the privileged and unprivileged"

Board Meeting (September)

Title II

The purpose of Title II, Part A is to increase student achievement consistent with the challenging State academic standards; improve the quality and effectiveness of teachers, principals, and other school leaders; increase the number of effective teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and provide low-income and minority students greater access to effective teachers, principals, and other school leaders. The intent of the funding is to support educators in their work to improve the overall quality of instruction and ensure equity of educational opportunity for all students.

Professional Learning with the purpose of improving student academic achievement

Board Meeting (September)

Title III

Title III, Part A of the Elementary and Secondary Education Act (ESEA), as reauthorized under the Every Student Succeeds Act (ESSA), aims to ensure that English learners (ELs) and immigrant students attain English proficiency and develop high levels of academic achievement in English. Title III will also assist all English learners meet the same challenging State academic standards that all children are expected to meet.

Additional support for English learners & immigrants to reach academic achievement

Board Meeting (September)

Title IV

The Elementary and Secondary Education Act of 1965, as reauthorized by the Every Student Succeeds Act (ESSA) of 2015, established Title IV, Part A, Subpart 1, the Student Support and Academic Enrichment Grant Program (SSAE). The overarching goal of Title IV, Part A, Subpart 1, is to increase the capacity of state education agencies, local educational agencies (LEAs), campuses, and communities to meet the following three goals:

1. Provide all students access to a well-rounded education
2. Improve school conditions for student learning (safe and healthy students)
3. Improve the use of technology to improve the academic outcomes and digital literacy of students

Board Meeting (September)

So…..how much do we receive in 2023?

Board Meeting (September)

Part 1: Available Funding

View List of SSA Members

Available Funding								
Description	Title I, Part A	Title I, Part C Migrant	Title I, Part D Subpart 1	Title I, Part D Subpart 2	Title II, Part A	Title III, Part A ELA	Title III, Part A Immigrant	Title IV, Part A - SSAEP
1. Fund/SSA Code	211				255	263		289
2. Planning Amount	$10,096,568				$1,340,053	$1,513,343		$787,110
3. Final Amount	$0				$0	$0		$0
4. Carryover								
5. Reallocation								
Total Funds Available	$10,096,568				$1,340,053	$1,513,343		$787,110

Title	2022-2023	%	2023-2024	%	Difference
Title I	$ 10,148,916.00	0.75	$ 10,096,568.00	0.73	$ (52,348.00)
Title II	$ 1,276,579.00	0.09	$ 1,340,053.00	0.10	$ 63,474.00
Title III	$ 1,510,540.00	0.11	$ 1,513,343.00	0.11	$ 2,803.00
Title IV	$ 685,291.00	0.05	$ 787,110.00	0.06	$ 101,819.00
TOTAL	$ 13,621,326.00	1.00	$ 13,737,074.00	1.00	$ 115,748.00

Board Meeting (September)

Title I- $10,096,568

- ~85% ($8,582,083) of total resources is sent to campuses.
- ~10% ($1,009,657) is set aside for the following programs:
  - Home Instruction for Parents of Preschool Youngsters (HIPPY)
  - Parent involvement
  - Services for homeless students
- ~2% ($201,931) is set aside to fund some District level positions such as District Homeless Liaison, District Translator, etc.
- ~3% ($302,897) is set aside for indirect costs.

Board Meeting (September)

Title II- $1,340,053

- ~85% ($1,139,045) of total resources used for salaries of instructional coordinators to support professional development in the classroom.
- ~12% ($160,806) is for instructional classroom resources and materials to train and develop new and current instructional staff.
- ~3% ($40,202) is set aside for indirect costs.

Board Meeting (September)

Title III- $1,513,343

- ~89% ($1,346,875) of total amount will be allocated to cover staffing needs, such as specialists, coordinators, and supplemental tutors .

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- ~8% ($121,067)covers supplies, curriculum, reading materials, and some contracted services for academic year.

- ~3% ($45,400) is set aside for indirect costs.

Board Meeting (September)

Title IV- $787,110

- 62% ($488,008) to provide all students access to a well-rounded education.
- 20% ($157,422) to improve academic outcomes by maintaining safe and healthy students.
- 15% ($118,067) to improve the use of technology to advance student academic achievement.
- 3% ($23,613) is set aside for indirect costs.

Board Meeting (September)

Conservative

Transparent

Strategic

IRVING ISD

REIMAGINED

IRVING INDEPENDENT SCHOOL DISTRICT

WORK SESSION - BOARD OF TRUSTEES
5:00 P.M.
2621 W. Airport Freeway, Irving, Texas,
75062 Monday, August 21, 2023

Call to Order — The work session was called to order by President Randy Randle at 5:02p.m.

MEMBERS PRESENT: Randy Randle, President
Dr.Rosemary Robbins, VicePresident
AD Jenkins, Secretary
Lisa Lobb
Michael Kelley
Nuzaht Hye
Mary Richarte

ALSO PRESENT: Magda Hernandez, Superintendent
Fernando Natividad, Finance and Federal/State Programs Officer
Dorian Galindo, EXECUTIVE DIRECTOR OF PLANNING, EVALUATION AND RESEARCH SERVICES
Robin Bayer, Chief Learning Officer
Andre Smith, Chief of Administrative Services
Ahna Gomez, Chief of Schools
Esther Kolni, District General Counsel
Jerome Pilgrim, Director of Purchasing
Luis Rosado, Purchasing
Cher Elzy, Tax Collector
Liesl Payne, Communications
Lisa Hill, Director of Human Resources
Katie Gilleland, Executive Director
Meritza Webb, Executive Director
Sylvia Sauceda, Food Services
Imelda Little, School Leadership
Mahdia Lalee, Business Office
Latonya Cayetano, Payroll
Claudia Sadler, Payroll
Blanca De La Sierra, Learning Services
Tiffany Wilson, SPED
Reny Lizardo, Campus Operations
Sammy Andrews, Director of Facilities
Mieisha Runnels, Business Office
Megan Gonzalez, SPED
Sofia Lopez, At Risk
Yoely Alfafaro, MTSS
Madeline Baldares, Bowie
Gabrielle Johnson, Purchasing
Litzy Ambrocio, Assistant to the Chief of Schools
Laura Marquez, Special Assistant to the Deputy Superintendent of School Operations
Lynn Andrews, Executive Assistant to the Superintendent

VISITORS: Phil Meaders, ISF LAN

Discussion of Regular Board Meeting Agenda Matters — Discussion took place on the August 21, 2023, Regular Meeting Agenda matters.

EXECUTIVE SESSION: Go into Executive Session at 5:40pm

A. Section 551.071 - To seek the advice of the Board's attorney about:

1. Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation
2. A Matter in Which the Professional Duty of the Attorney to the Board Conflicts with the Applicable Provisions of the Texas Open Meetings Act.

B. Section 551.072 - To deliberate the purchase, exchange, sale, lease or value of real property if such deliberation in open session would have a detrimental effect on the Board's position in negotiations with a third party

C. Section 551.074 - To deliberate the appointment, employment, resignation, evaluation, reassignment, proposed non-renewals, termination, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

Reconvene into Open Session at 7:03pm

The work session adjourned at 7:04p.m.

IRVING INDEPENDENT SCHOOL DISTRICT

REGULAR MEETING - BOARD OF TRUSTEES
5:00 P.M.
2621 W. Airport Freeway, Irving, Texas,
75062 Monday, August 21, 2023

Call to Order: The work session was called to order by President Randy Randle at 7:05 p.m.

MEMBERS PRESENT:
Randy Randle, President
AD Jenkins, Secretary
Dr. Rosemary Robbins, Vice President
Michael Kelley
Lisa Lobb
Nuzhat Hye
Mary Richarte

ALSO PRESENT:
Magda Hernandez, Superintendent
Alvin McQuarters, Chief of Technology, and Innovation
Fernando Natividad, Finance and Federal/State Programs Officer
Dorian Galindo, EXECUTIVE DIRECTOR OF PLANNING, EVALUATION AND RESEARCH SERVICES
Robin Bayer, Chief Learning Officer
Ahna, Gomez, Chief of Schools
Juan Carlos Martinez, Deputy Superintendent
Esther Kolni, District General Counsel
Jerome Pilgrim, Director of Purchasing
Dr. Reny Lizardo, Campus Ops
Jorge Acosta, Executive Director of Human Resources
Meritza Webb, Executive Director
Katie Gilleland, Human Resources
Olga Rosenberger, Food Service
Sammy Andrews, Director of Facilities
Joe Estrada, School Leadership
Sheila Peragine, School Leadership
Imelda Little, School Leadership
Dennis Palacios, Communications
Litzy Ambrocio, Assistant to the Chief
Laura Marquez, Special Assistant to the Deputy Superintendent of School Operations
Lynn Andrews, Executive Assistant to the Superintendent

VISITORS:
Phil Meador, ISF
Michael Fay, GE/parent
Greg Jackson, Retired
Tina Marquez
Phil Hart

The invocation was given by Mike Fay - A parent of Irving ISD

The pledges to the flags were led by Trustee Robbins

Public Comment George Cuba – Paraprofessional and staff pay

Consent Agenda

1. Consider Approval of Minutes of July 17, 2023
2. Consider Approval of Financial Statement for June 2023.
3. Consider Approval of Resolution and Order No. 22-23-16 Authorizing August Amendment to the 2022-2023 Budget.
4. Consider the Approval of the Supplements to the Irving ISD Tax Rolls.
5. Consider Approval of 2023 Irving ISD Appraisal Roll.
6. Consider Approval of the 2023-2024 T-TESS (Texas Teacher Evaluation & Support System) List of Approved Appraisers.

7. Consider Approval of Agreement with Head Start of Greater Dallas for the 2023-24 School Year.

8. Consider Approval of District Improvement Committee Membership 2023-2024.

9. Consider Approval of the Anticipated Collection Rate for the Tax Year 2023.

Trustee Lobb made a motion to approve the Tax Rate
Trustee Hye seconded the motion
Passed 7-0

10. Consider Approval of Award for the Purchase of Consumable Office Products and Supplies for the 2023-2024 School Year.

11. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #19-42-735 for the Purchase of Bank Depository Services

12. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #21-92-737 for the Purchase of Awards, Trophies, and Promotional Products.

13. Consider Approval of Award for Request for Proposal (RFP) #23-70-737 for the Purchase of Armored Car Service.

14. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #19-34-914 for Snack & Beverage Vending Equipment & Related Services.

15. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #21-95-919 for the Purchase of LED Parking Lot Lighting and Related Services.

16. Consider Approval of Award for Request for Proposal (RFP) #23B-11-600 for the Purchase and Installation of Metal Detectors and Related Products.

17. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #21-02-859 for the Purchase of K-12 Instructional Software and Learning Management Tools.

18. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-82-737 for the Purchase and/or Rental of Staff Uniforms and Related Items.

19. Consider Approval of Final Reading of Revisions to Local Policies as Applicable per TASB Update 121 to CKE(Local), CKEC(Local), CLB(Local), CRF(Local), DEA(Local), and FD(Local).

20. Consider Approval of First and Final Reading of Revisions to Local Policies per Departmental Updates to CKED(Local), DH(Local), DNA(Local), FDA(Local), and FM(Local).

21. Consider Issuance of Resolution 22-23-11 to Declare a Good Cause Exception to Texas Education Code Section 37.0814 Regarding Armed Security Officers.

22. Consider Approval of a Calendar Designating Non-Business Days for the 2023 Calendar Year in Connection with the Processing of Public Information Requests.

23. Consider Granting of a Utility and Access Easement at the Site Located at 1020 West Vilbig Street (Townley Elementary) to the City of Irving for the Purposes of Providing Updated Water Services.

24. Consider Acceptance of Gifts and Donations to the District.

25. Consider Approval of the 2023-2024 Attendance Incentive Bonus.

Trustee Robbins made a motion to approve the Consent Agenda Items
Trustee Kelley seconded
Passed 7-0

B. Consider Approval of Resolution and Order No. 22-23-14 Approving and Adopting the Budget for 2023-2024 Fiscal Year; Appropriating Funds for Each Department, Project, and Account, and Authorizing Other Matters Related to the Subject.

Trustee Hye made a motion to approve item B
Trustee Robbins seconded
Passed 7-0

C. Consider Approval of Resolution No. 22-23-12 Levying School District Ad Valorem Taxes for the Irving Independent School District, Irving, Texas, for the Fiscal Year 2023-2024, and Tax Year 2023 and for Each Year Thereafter Until Otherwise Provided; Directing the Assessment and Collection Thereof.

Trustee Hye made a motion to approve item C
Trustee Richarte seconded
Passed 7-0

D. Discuss and Consider Board Approval of a Delegate and Alternate to the! 2023 Texas Association of School Boards (TASB) Delegate Assembly.

Trustee Jenkins made a motion to approve item D
Trustee Hye seconded
Passed 6-1

E. Discuss and Consider Approval to Name the Library at Nimitz High School,! the "Gregory C. Jackson Library".

Trustee Lobb made a motion to approve item E
Trustee Hye seconded
Passed 7-0

Superintendents Announcements

First Day of School
We were so excited to welcome our students back for the new school year last week! I had the pleasure of visiting several campuses throughout the first week and had the opportunity to talk with so many of our students and principals. I could just feel the excitement and positive energy! These were all a great reminder of my why! Thank you, Board Members, for taking the time to be at the schools and be a part of the back to school excitement. Thank you to our amazing teachers and our incredible campus and district administrators for such a great start of school. We are energized and ready for another incredible school year!

Convocation - IISD Reimagined
What a fun kickoff to the school year at Convocation! This year was special because we brought together ALL of our staff - including facilities employees, food service workers and transportation staff for the first time. Our student, staff and board performers all did an amazing job, and the event helped set the tone for the heartwork of reimagining our district.

Summer Graduation
Congratulations to our 11 summer graduates who crossed the stage to receive their high school diploma. I am so proud of their determination and grit and wish them the very best in their next chapter.

MacArthur Choir Receives Historic Invitation To American Choral Directors Convention
Congratulations to the MacArthur High School Varsity Treble Choir for receiving an invitation from the American Choral Directors Association to perform at the Southwestern Convention in Denver, Colo. in February! To put this into perspective, the last time MacArthur High School received a convention invitation for any fine arts organization was in 1975.

Learn2Inspire
I would like to recognize our Professional Learning team for the amazing lineup of sessions for our Learn2Inspire, ConnectED and Embark district professional development. Your hard work was well worth it! Thank you for your dedication to

growing our staff!

Back to School Luncheon
Congratulations to Hanes Elementary School for winning the Annual Spirit Award at the Back to School Luncheon earlier this month. A big thank you to the Irving Chamber of Commerce for putting on this event, in conjunction with our Professional Learning team.

South Irving Collegiate Signing Day
It was an honor to celebrate our new cohort of students in the South Irving Collegiate at Nimitz during the Signing Day ceremony earlier this month. We look forward to their continued success at Nimitz.

Board Announcements

Randy Randle- Visited Otis Brown on the first day of school and it is a well oiled machine. Parents were very happy to bring their kids back to school. Thanks to Andre and Sammy for handling the AC issues. The Convocation was great!

Lisa Lobb - Summer has been very busy. I was very excited to welcome the new Principal at Barton Ms. Valdez. Everyone was very excited at Irving HS – upbeat, positive and happy. Looking forward to the football games.

Rosemary Robbins – Alvin is awesome and thought they should have won the dance contest! Shout out to PD for all the work they did in August.

Mary Richarte – Learn to Lead luncheon, Supplies for Success, New Hire Luncheon, Convocation.

Mike Kelley – Went to Farine on the first day of school and there wasn't a lot of crying. Everyone was happy.

AD Jenkins – Welcome to the students and teacher back for a new school year. I wasn't even at Convocation and MY TEAM still won the dance contest.

Nuzhat Hye – Convocation …. Each year gets better. The enthusiasm was contagious! The Out door Learning Center presentation was great! She wanted to recognize Sammy Andrews for coming to her aid to find her car in the Convo parking garage.

ADJOURNMENT

The meeting adjourned at 8:06p.m.

IRVING
Independent School District

CONSENT ACTION ITEM
09/18/2023

TOPIC: Consider Approval of Financial Statements for July 2023

SUBMITTED BY: Fernando Natividad; Chief Financial Officer

BACKGROUND: The monthly preparation of the financial statement is to provide information about the financial position, performance, and changes in financial position of the District, which can be useful to the Board of Trustees, management, and other stakeholders in making economic decisions.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends that the Board approve the Financial Statements for July 2023.

RECOMMENDED BOARD MOTION: I move the Board to approve the Financial Statements for 2023.

Attachments:
1. Summary Memo from Mahdia Lalee to Fernando Natividad
2. Graphic Presentation of Expenditures and Fund Balance
3. Expenditures and Revenue Report for All Funds
4. Balance Sheet Reports for General Operating, Food Service and Debt Service Funds

Date: September 18, 2023

To: Fernando Natividad, Chief Financial Officer

From: Mahdia Lalee, Director of Business Operations

Subject: Financial Statements for July 2023

General Operating Fund

Revenue:
Total revenue and other sources for the General Operating Fund through July were $313,411,617 or 93.7% of budget, compared to $310,642,416 or 91.9% of budget last year, an increase of $2,769,200 or .9%. This increase is attributed to the following item:

- Local Resources totaled $181,854,607 compared to $157,880,999 last year. This is an increase of $23,973,608
- State Resources totaled $121,535,199 compared to $146,520,158 last year. This is a decrease of $24,989,959
- Federal Resources totaled $9,472,068 compared to $6,209,759 last year. This is an increase of $3,262,309

Expenditures:
Total expenditures and other uses for the General Operating Fund through July were $299,058,509 or 86.4% of budget, compared to $317,582,820 or 85.4% of budget last year, a decrease of $18,524,311 or 5.8%. The decrease in total expenditures is attributed to the following items:

- Interfund transfer out in the amount of $9,965,000 in the prior year for the Employee Wellness Center, compared to $5,000,000 this year for Bond summer projects.
- Function 11 – Payroll had a decrease of $9,755,333 this year, this is attributed to the changes in personnel at campus level
- Function 53 – Supplies had a decrease of $4,564,395 this year, this is attributed to the purchase of chrome books last year versus this year.

Food Service Fund

Revenue:
Total revenue and other sources for the Food Service Fund through July were $24,154,794 or 95.5% of budget compared to $24,717,076 or 104.2% of budget last year, a decrease of $562,282 or 2.2%. The decrease in total revenue is attributed to the following item:

- Federal resources through July totaled $21,862,798 compared to $23,995,646 last year, a decrease of $2,132,849.
- Local Resources through July totaled $2,291,997 compared to $683,013 this time last year, an increase of $1,608,983.

Expenditures:

Total expenditures and other uses for the Food Service Fund through July were $20,118,870 or 84.8% of budget, compared to $17,554,631 or 68.9% of budget last year, an increase of $2,564,239 or 14.6%. The increase in total expenditures was attributed to the following item:

- Function 35 – the cost of food has increased multiple times year over year as well as the district is utilizing an outside service for kitchen equipment repairs this year versus last year and the installation of security cameras.

Debt Service Fund

Revenue:

There was no significant difference in total revenue and other sources for the Debt Service Fund through July when compared to total revenue and other sources through the same period of the previous year when the impact of the prior year bond refunding is removed.

Expenditures:

There was no significant difference in total expenditures and other uses for the Debt Service Fund through July when compared to total expenditures and other uses through the same period of the previous year when the impact of the prior year bond refunding is removed.

Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of special revenue sources (other than tax assessments, major capital projects, etc.) that are legally restricted to expenditures for specified purposes, such as special education grants.

Revenue:

Total revenue and other uses for the Special Revenue Fund through July were $48,008,965 compared to $32,984,725 last year, an increase of $15,024,240. This increase is attributed to:

- An increase in spending of various federal grants i.e. ESSER compared to last year.

Expenditures:

Total expenditures and other uses for the Special Revenue Fund through July were $48,863,310 compared to $35,112,430 last year and increase of $13,750,879.

- An increase in spending of various federal grants i.e. ESSER compared to last year.

Capital Projects Funds

Revenue:

There was no significant difference in total revenue and other sources for the Capital Projects Funds through July when compared to total revenue and other sources through the same period of the previous year.

Expenditures:
There was no significant difference in total expenditures and other uses for the Capital Projects Funds through July when compared to total expenditures and other uses through the same period of the previous year.

Proprietary Funds

Irving ISD maintains the following Internal Service Funds: Workers' Compensation, Unemployment, Science Refurbishment, and Print Shop Service Center.

Revenue:

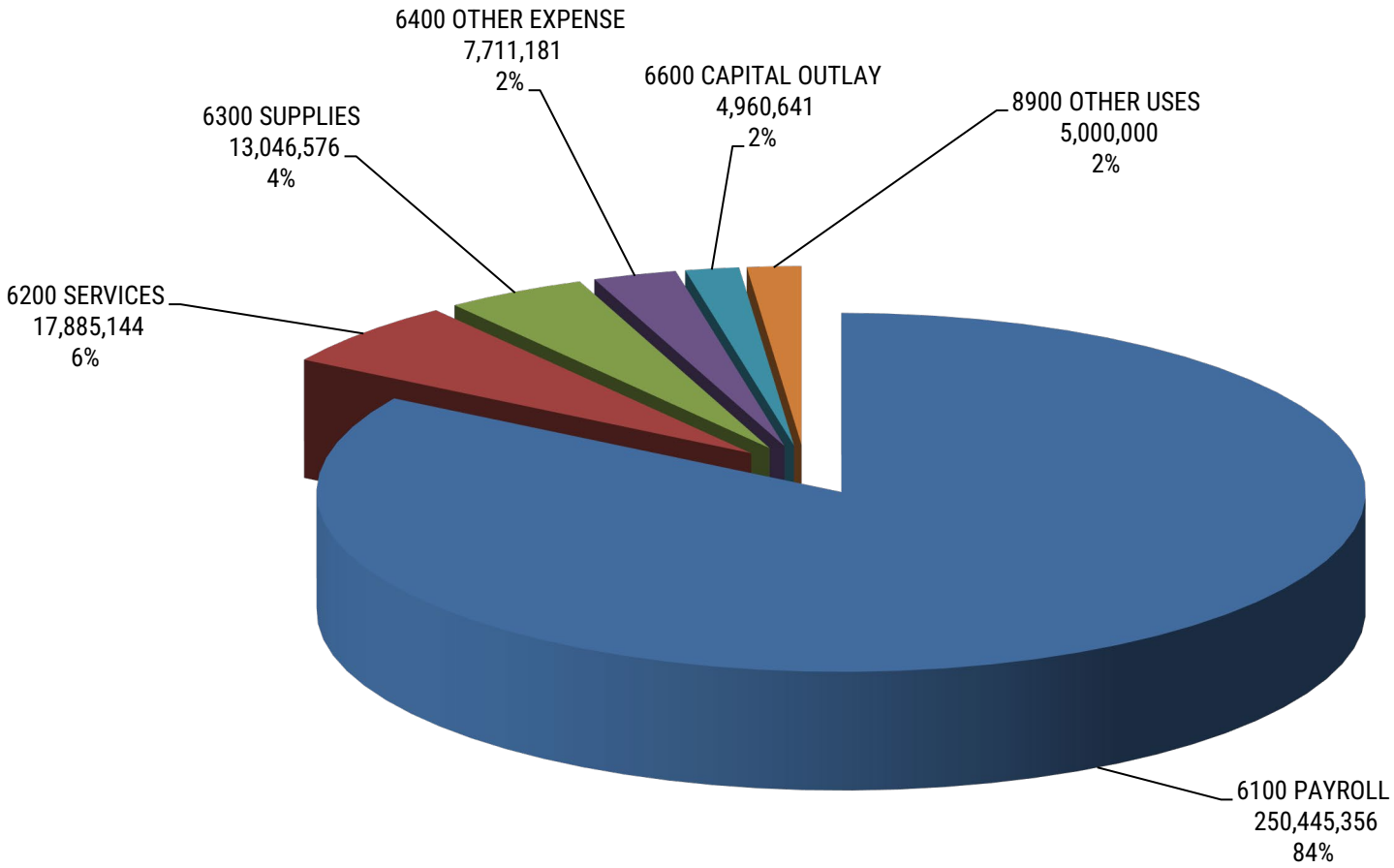
There was no significant difference in total revenue and other uses for the Internal Service Fund through July when compared to total revenue and other uses through the same period of the previous year.

Expenditures:
Total expenditures and other uses for the Proprietary Fund through July were $1,448,082 or 57.4% of budget, compared to $1,789,230 or 70.5% of budget last year, a decrease of $341,149 or 19%. The decrease in total expenditures was attributed to the following item:

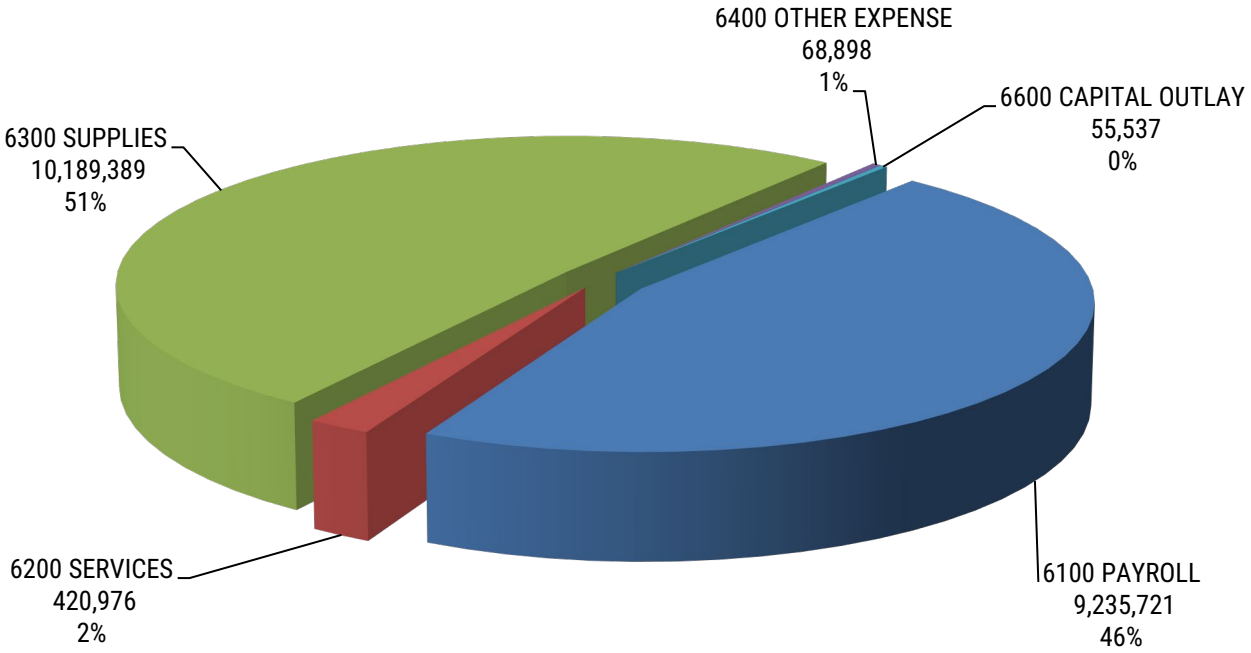
- This decrease in worker's compensation claims and HOSC materials compared to last year at this time.

As of July 31, 2023, total net assets for all the Internal Service Funds were $1,783,724.

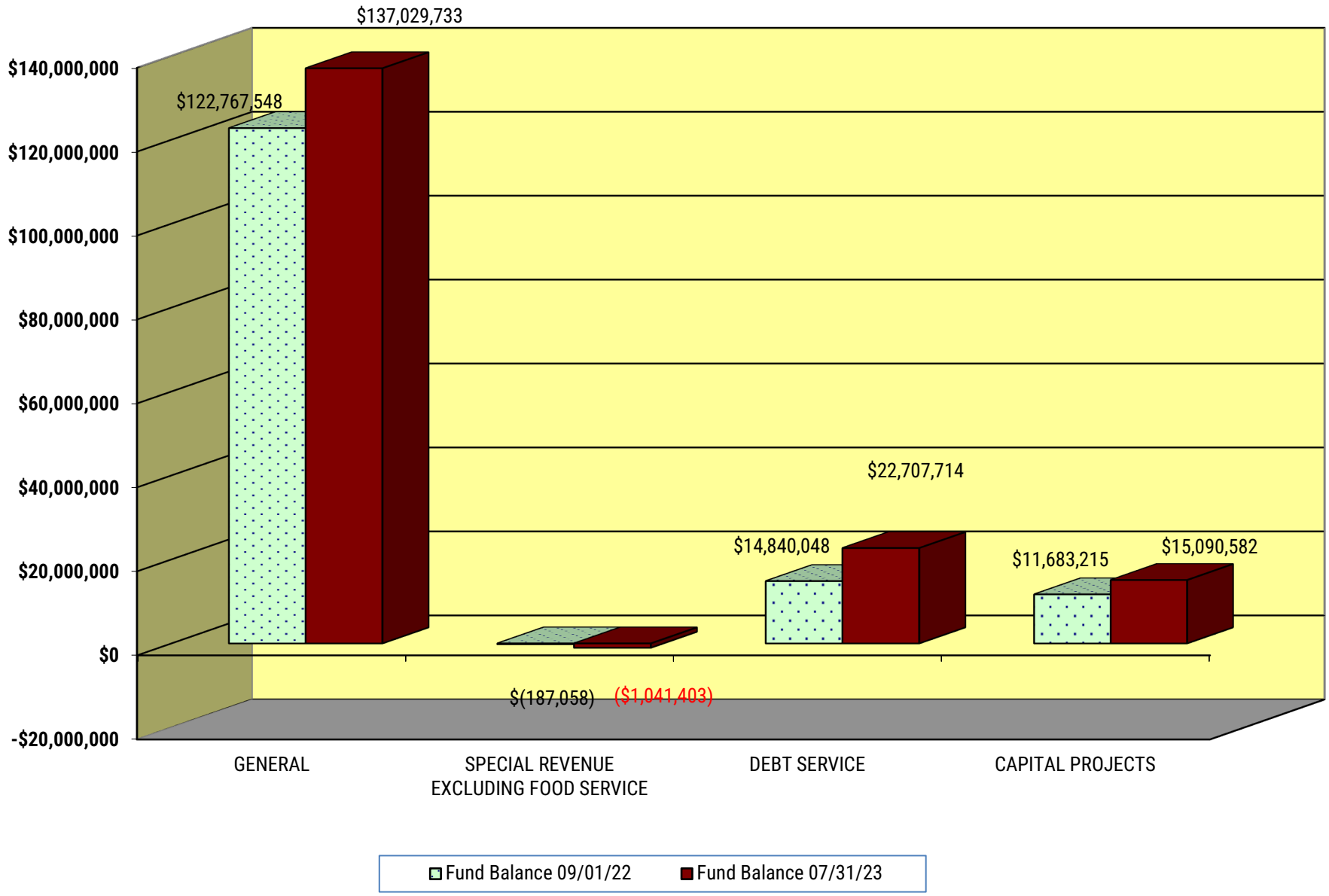
General Operating Fund YTD Actual Expenditures
July 31, 2023



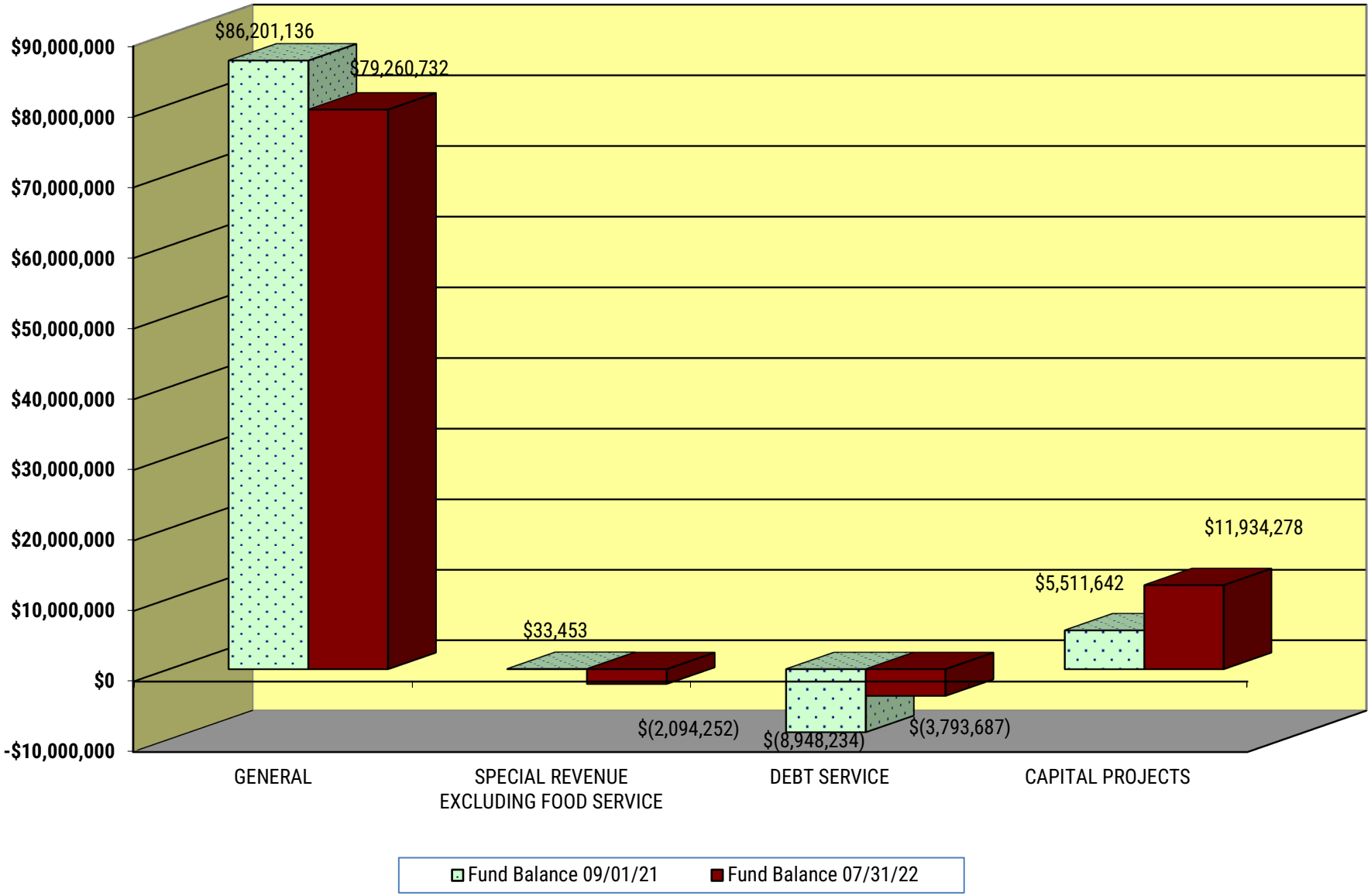
Food Service Fund YTD Actual Expenditures
July 31, 2023



Comparative Fund Balances
July 31, 2023



Comparative Fund Balances
July 31, 2022



IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
REVENUE									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	172,678,620	169,541,068	98.2%	(7,852)	0.0%	3,137,552	152,300,000	151,716,030	99.6%
5712 DELINQUENT TAXES	256,205	2,677	1.0%	(31,383)	-12.2%	253,528	276,647	(684,047)	-247.3%
5719 OTHER TAX RELATED REVENUE	500,000	1,709,935	342.0%	74,548	14.9%	(1,209,935)	500,000	1,548,920	309.8%
TOTAL TAXES	173,434,825	171,253,680	98.7%	35,312	0.0%	2,181,145	153,076,647	152,580,903	99.7%
5735 SUMMER SCHOOL	-	3,848	--	2,600	--	(3,848)	-	55,849	--
5738 PARKING FEES	4,500	1,651	36.7%	-	0.0%	2,849	4,500	2,619	58.2%
5739 OTHER TUITION AND FEES	200,000	389,122	194.6%	(1,155)	-0.6%	(189,122)	200,000	398,346	199.2%
5742 INVESTMENT EARNINGS	500,000	5,636,913	1127.4%	596,841	119.4%	(5,136,913)	500,000	576,495	115.3%
5743 RENTAL OF FACILITIES	70,000	29,326	41.9%	-	0.0%	40,674	70,000	50,453	72.1%
5744 GIFTS AND BEQUESTS	288,056	157,782	54.8%	-	0.0%	130,275	270,383	154,734	57.2%
5745 NET INSURANCE RECOVERY	200,000	1,286,131	643.1%	500	0.3%	(1,086,131)	200,000	1,569,379	784.7%
5746 TIF TAXES COLLECTED	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	761,007	1,375,543	180.8%	54,775	7.2%	(614,536)	327,601	941,223	287.3%
5752 ATHLETIC	-	179,294	--	-	--	(179,294)	(48)	178,951	-372814.1%
5755 ACTIVITY FUND RECEIPTS	1,706,221	872,050	51.1%	7,594	0.4%	834,171	1,345,731	722,413	53.7%
5766 CONCURRENT ENROLLMENT	50,000	52,000	104.0%	-	0.0%	(2,000)	50,000	68,000	136.0%
5767 IRVING SCHOOL FOUNDATION	117,176	142,031	237.6%	10,678	5.3%	(275,236)	100,053	130,827	130.8%
5769 REVENUE FROM INTERMEDIATE	200,000	475,236	258.8%	79,958	2.0%	(6,503,966)	200,000	450,807	225.4%
TOTAL OTHER LOCAL RESOURCES	4,096,961	10,600,927	258.8%	751,790	18.3%	(6,503,966)	3,268,220	5,300,096	162.2%
TOTAL LOCAL RESOURCES	177,531,786	181,854,607	102.4%	787,103	0.4%	(4,322,821)	156,344,867	157,880,999	101.0%
STATE RESOURCES:									
5811 PER CAPITA	7,224,195	16,260,225	225.1%	1,340,919	18.6%	(9,036,030)	6,224,195	13,697,438	220.1%
5812 FOUNDATION ENTITLEMENTS	119,852,633	91,058,021	76.0%	10,331,339	8.6%	28,794,612	150,963,977	118,580,307	78.5%
5819 STATE	-	-	--	-	--	-	-	-	--
5829 TEA/NON-FOUNDATION REVENUE	-	1,693	--	(1,056)	--	(1,693)	-	1,348	--
5831 STATE TRS ON-BEHALF	16,800,000	14,215,260	84.6%	1,279,010	7.6%	2,584,740	16,200,000	14,241,066	87.9%
TOTAL STATE RESOURCES	143,876,828	121,535,199	84.5%	12,950,213	9.0%	22,341,629	173,388,172	146,520,158	84.5%
FEDERAL RESOURCES:									
5929 FEDERAL REVENUE-TEA DISTR.	8,500,000	3,752,945	44.2%	(1,235,252)	-14.5%	4,747,055	4,000,000	1,098,904	27.5%
5931 SHARS REIMBURSEMENT	4,350,000	5,424,044	124.7%	1,425	0.0%	(1,074,044)	4,000,000	4,886,021	122.2%
5939 CHILD & ADULT CARE PROGRAM	-	9,525	--	-	--	(9,525)	-	45,331	--
5946 BABS SUBSIDY	-	-	--	-	--	-	-	-	--
5949 ROTC	250,000	282,243	112.9%	9,947	4.0%	(32,243)	250,000	177,940	71.2%
5959 SHARED SERVICE ARRANGEMENT	-	3,311					-	1,562	
TOTAL FEDERAL RESOURCES	13,100,000	9,472,068	72.3%	(1,223,880)	-9.3%	3,627,932	8,250,000	6,209,759	75.3%
OTHER SOURCES:									
7912 SALE OF FIXED ASSETS	-	151,800	--	-	--	(151,800)	-	31,500	--
7913 LEASE/PURCHASE PROCEEDS	-	90,923	--	90,923	--	(90,923)	-	-	--
7915 INTERFUND TRANSFERS IN	-	-	--	-	--	-	-	-	--
7918 SPECIAL ITEMS	-	-	--	-	--	-	-	-	--
7919 EXTRAORDINARY ITEMS	-	307,020	--	-	--	(307,020)	-	-	--
TOTAL OTHER REVENUE SOURCES	-	549,743	--	90,923	--	(549,743)	-	31,500	--

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
TOTAL GENERAL OPERATING REVENUE:	334,508,614	313,411,617	93.7%	12,604,358	3.8%	21,096,997	337,983,039	310,642,416	91.9%

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
EXPENDITURES									
11 INSTRUCTION:									
6100 PAYROLL	180,067,849	165,728,194	92.0%	14,613,097	8.1%	14,339,655	188,586,611	175,483,528	93.1%
6200 CONTRACTED SERVICES	1,623,286	1,741,164	107.3%	8,308	0.5%	(117,879)	2,037,820	1,800,592	88.4%
6300 SUPPLIES	8,771,968	4,716,827	53.8%	171,956	2.0%	4,055,141	12,936,298	6,205,963	48.0%
6400 OTHER EXPENSE	3,106,996	1,924,583	61.9%	61,069	2.0%	1,182,413	2,260,321	1,717,098	76.0%
6600 CAPITAL OUTLAY	27,939	14,447	51.7%	-	0.0%	13,492	133,945	54,832	40.9%
TOTAL INSTRUCTION	193,598,037	174,125,215	89.9%	14,854,430	7.7%	19,472,823	205,954,996	185,262,012	90.0%
12 LIBRARY:									
6100 PAYROLL	4,517,868	4,167,548	92.2%	368,954	8.2%	350,320	4,725,628	4,102,953	86.8%
6200 CONTRACTED SERVICES	31,882	21,490	67.4%	1,453	4.6%	10,392	49,697	44,642	89.8%
6300 SUPPLIES	1,064,135	854,561	80.3%	37,398	3.5%	209,574	1,187,720	707,260	59.5%
6400 OTHER EXPENSE	38,725	25,038	64.7%	1,512	3.9%	13,687	70,474	16,964	24.1%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	155,704	38,375	24.6%
TOTAL LIBRARY	5,652,610	5,068,637	89.7%	409,315	7.2%	583,973	6,189,223	4,910,195	79.3%
13 STAFF DEVELOPMENT:									
6100 PAYROLL	6,682,067	3,138,170	47.0%	301,530	4.5%	3,543,897	3,605,525	3,273,256	90.8%
6200 CONTRACTED SERVICES	477,826	362,394	75.8%	13,500	2.8%	115,432	484,142	274,151	56.6%
6300 SUPPLIES	553,563	191,908	34.7%	43,356	7.8%	361,655	792,022	519,672	65.6%
6400 OTHER EXPENSE	702,988	457,379	65.1%	41,408	5.9%	245,609	816,829	578,579	70.8%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL STAFF DEVELOPMENT	8,416,444	4,149,851	49.3%	399,794	4.8%	4,266,593	5,698,518	4,645,658	81.5%
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	7,204,240	5,636,765	78.2%	576,608	8.0%	1,567,475	6,087,158	5,577,372	91.6%
6200 CONTRACTED SERVICES	1,265,197	1,174,405	92.8%	2,842	0.2%	90,792	300,881	243,034	80.8%
6300 SUPPLIES	772,887	519,629	67.2%	29,590	3.8%	253,258	713,719	249,473	35.0%
6400 OTHER EXPENSE	930,261	437,127	47.0%	31,556	3.4%	493,134	526,136	364,353	69.3%
6600 CAPITAL OUTLAY	500	-	0.0%	-	0.0%	500	7,590	7,090	93.4%
TOTAL INSTRUCTIONAL ADMINISTRATION	10,173,085	7,767,925	76.4%	640,596	6.3%	2,405,159	7,635,483	6,441,323	84.4%
23 SCHOOL ADMINISTRATION:									
6100 PAYROLL	19,811,543	18,058,688	91.2%	1,647,278	8.3%	1,752,855	21,043,805	18,539,740	88.1%
6200 CONTRACTED SERVICES	138,816	77,967	56.2%	5,206	3.7%	60,850	99,390	53,251	53.6%
6300 SUPPLIES	627,014	398,649	63.6%	55,835	8.9%	228,365	609,152	364,848	59.9%
6400 OTHER EXPENSE	756,117	558,243	73.8%	55,577	7.4%	197,874	776,976	550,563	70.9%
6600 CAPITAL OUTLAY	39,368	-	0.0%	-	0.0%	39,368	3,851	-	0.0%
TOTAL SCHOOL ADMINISTRATION	21,372,858	19,093,546	89.3%	1,763,896	8.3%	2,279,312	22,533,175	19,508,402	86.6%

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
31 COUNSELING SERVICES:									
6100 PAYROLL	16,201,906	13,028,461	80.4%	1,202,597	7.4%	3,173,445	14,932,878	13,808,804	92.5%
6200 CONTRACTED SERVICES	649,295	522,363	80.5%	30,717	4.7%	126,932	372,933	329,818	88.4%
6300 SUPPLIES	1,084,213	604,321	55.7%	(59,874)	-5.5%	479,891	1,107,062	819,555	74.0%
6400 OTHER EXPENSE	150,985	130,150	86.2%	4,014	2.7%	20,834	166,910	130,397	78.1%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	537	-	0.0%
TOTAL COUNSELING SERVICES	18,086,398	14,285,295	79.0%	1,177,455	6.5%	3,801,102	16,580,321	15,088,574	91.0%
32 ATTENDANCE SERVICES:									
6100 PAYROLL	1,714,943	1,156,018	67.4%	96,411	5.6%	558,925	1,531,267	1,261,961	82.4%
6200 CONTRACTED SERVICES	5,112	5,112	100.0%	-	0.0%	-	6,206	3,820	61.6%
6300 SUPPLIES	87	-	0.0%	-	0.0%	87	-	-	--
6400 OTHER EXPENSE	242	149	61.8%	-	0.0%	92	5,347	2,738	51.2%
TOTAL ATTENDANCE SERVICES	1,720,384	1,161,279	67.5%	96,411	5.6%	559,105	1,542,819	1,268,520	82.2%
33 HEALTH SERVICES:									
6100 PAYROLL	3,513,812	3,105,303	88.4%	289,075	8.2%	408,509	3,483,178	3,064,134	88.0%
6200 CONTRACTED SERVICES	2,750	2,699	98.2%	-	0.0%	50	2,898	2,783	96.1%
6300 SUPPLIES	110,241	103,501	93.9%	3,281	3.0%	6,740	128,555	102,938	80.1%
6400 OTHER EXPENSE	6,886	6,234	90.5%	1,630	23.7%	652	9,753	7,200	73.8%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL HEALTH SERVICES	3,633,689	3,217,737	88.6%	293,985	8.1%	415,952	3,624,384	3,177,055	87.7%
34 PUPIL TRANSPORTATION:									
6100 PAYROLL	7,825,097	6,406,248	81.9%	235,363	3.0%	1,418,849	133,770	533,214	398.6%
6200 CONTRACTED SERVICES	290,371	(18,894)	-6.5%	16,176	5.6%	309,265	10,174,965	7,338,657	72.1%
6300 SUPPLIES	178,752	(148,235)	-82.9%	75,118	42.0%	326,987	1,473,891	893,914	60.6%
6400 OTHER EXPENSE	245,098	193,985	79.1%	3,208	1.3%	51,113	334,031	153,166	45.9%
6600 CAPITAL OUTLAY	2,216,772	2,081,184	93.9%	117,095	5.3%	135,588	2,238,365	889,350	39.7%
TOTAL PUPIL TRANSPORTATION	10,756,090	8,514,289	79.2%	446,960	4.2%	2,241,801	14,355,022	9,808,301	68.3%
35 FOOD SERVICE:									
6100 PAYROLL	500,569	472,462	94.4%	8,291	1.7%	28,107	538,246	411,689	76.5%
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER EXPENSE	220,000	235	0.1%	-	0.0%	219,765	220,000	-	0.0%
6600 CAPITAL OUTLAY	61	-	0.0%	-	0.0%	61	-	-	--
TOTAL FOOD SERVICE	720,630	472,696	65.6%	8,291	1.2%	247,934	758,246	411,689	54.3%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	4,033,839	3,633,412	90.1%	365,516	9.1%	400,427	4,025,995	3,619,772	89.9%
6200 CONTRACTED SERVICES	777,996	567,430	72.9%	71,446	9.2%	210,566	655,570	553,248	84.4%
6300 SUPPLIES	1,367,318	479,417	35.1%	90,624	6.6%	887,901	663,407	383,098	57.7%
6400 OTHER EXPENSE	1,473,292	1,213,069	82.3%	48,005	3.3%	260,223	1,320,332	1,124,376	85.2%
6600 CAPITAL OUTLAY	21,699	21,698	100.0%	-	0.0%	1	130,984	18,376	14.0%
TOTAL EXTRA-CURRICULAR ACTIVITIES	7,674,143	5,915,025	77.1%	575,591	7.5%	1,759,118	6,796,288	5,698,871	83.9%

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	9,075,411	6,865,041	75.6%	654,431	7.2%	2,210,370	6,895,185	6,493,592	94.2%
6200 CONTRACTED SERVICES	1,784,101	1,056,719	59.2%	179,006	10.0%	727,382	1,862,680	1,125,902	60.4%
6300 SUPPLIES	1,267,314	612,107	48.3%	30,694	2.4%	655,207	1,730,234	1,081,058	62.5%
6400 OTHER EXPENSE	1,145,142	891,468	77.8%	60,258	5.3%	253,674	1,074,073	731,879	68.1%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	11,531	11,255	97.6%
TOTAL GENERAL ADMINISTRATION	13,271,969	9,425,335	71.0%	924,389	7.0%	3,846,633	11,573,703	9,443,685	81.6%
51 MAINTENANCE:									
6100 PAYROLL	15,873,304	14,520,898	91.5%	1,508,630	9.5%	1,352,406	15,143,035	13,790,392	91.1%
6200 CONTRACTED SERVICES	9,868,582	8,876,474	89.9%	621,926	6.3%	992,108	15,336,040	8,272,250	53.9%
6300 SUPPLIES	3,638,998	3,093,143	85.0%	158,234	4.3%	545,855	3,997,786	2,647,011	66.2%
6400 OTHER EXPENSE	1,666,087	1,660,984	99.7%	9,973	0.6%	5,104	1,380,928	1,372,012	99.4%
6500 DEBT SERVICE FEES	-	9,612	--	9,612	--	(9,612)			--
6600 CAPITAL OUTLAY	809,937	766,435	94.6%	109,612	13.5%	43,502	844,076	494,775	58.6%
TOTAL MAINTENANCE	31,856,909	28,927,546	90.8%	2,417,987	7.6%	2,929,363	36,701,865	26,576,440	72.4%
52 SECURITY:									
6100 PAYROLL	2,811,167	2,138,493	76.1%	144,933	5.2%	672,674	2,270,115	1,744,152	76.8%
6200 CONTRACTED SERVICES	1,691,646	1,565,268	92.5%	9,061	0.5%	126,378	3,879,000	1,576,446	40.6%
6300 SUPPLIES	1,170,388	939,140	80.2%	93,832	8.0%	231,248	529,923	84,994	16.0%
6400 OTHER EXPENSE	10,779	6,384	59.2%	(313)	-2.9%	4,395	24,810	20,229	81.5%
6600 CAPITAL OUTLAY	95,440	147,698	154.8%	88,179	92.4%	(52,258)	182,043	32,142	17.7%
TOTAL SECURITY	5,779,420	4,796,982	83.0%	335,692	5.8%	982,438	6,885,891	3,457,962	50.2%
53 DATA PROCESSING:									
6100 PAYROLL	2,501,691	2,126,522	85.0%	231,359	9.2%	375,170	2,413,359	2,179,121	90.3%
6200 CONTRACTED SERVICES	989,554	823,855	83.3%	143,751	14.5%	165,699	1,038,833	851,784	82.0%
6300 SUPPLIES	1,262,231	637,344	50.5%	36,568	2.9%	624,887	6,070,109	5,246,194	86.4%
6400 OTHER EXPENSE	72,035	38,014	52.8%	1,331	1.8%	34,022	59,832	23,370	39.1%
6600 CAPITAL OUTLAY	115,738	115,738	100.0%	-	0.0%	-	370,823	5,399	1.5%
TOTAL DATA PROCESSING	4,941,250	3,741,472	75.7%	413,009	8.4%	1,199,777	9,952,957	8,305,867	83.5%
61 COMMUNITY SERVICES:									
6100 PAYROLL	1,280,811	263,134	20.5%	26,955	2.1%	1,017,677	380,411	272,880	71.7%
6200 CONTRACTED SERVICES	471,422	464,240	98.5%	140	0.0%	7,183	432,159	398,962	92.3%
6300 SUPPLIES	76,257	44,265	58.0%	7,070	9.3%	31,992	52,459	34,962	66.6%
6400 OTHER EXPENSE	207,962	168,139	80.9%	10,586	5.1%	39,823	195,550	124,444	63.6%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL COMMUNITY SERVICES	2,036,452	939,778	46.1%	44,751	2.2%	1,096,674	1,060,579	831,248	78.4%

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
81 FACILITIES:									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	289,500	156,125	53.9%
6300 SUPPLIES & MATERIALS	-	-	--	-	--	-	14,138	-	0.0%
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	68.2%
6600 CAPITAL OUTLAY	5,588,219	1,813,441	32.5%	394,008	7.1%	3,774,778	2,867,791	1,957,259	--
TOTAL FACILITIES	5,588,219	1,813,441	32.5%	394,008	7.1%	3,774,778	3,171,429	2,113,384	66.6%
95 PAYMENTS TO JJAEP:									
6200 CONTRACTED SERVICES	190,000	5,736	3.0%	3,000	1.6%	184,264	190,000	11,094	5.8%
TOTAL PAYMENTS TO JJAEP	190,000	5,736	3.0%	3,000	1.6%	184,264	190,000	11,094	5.8%
97 PAYMENTS TO TIF:									
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
TOTAL PAYMENTS TO TIF	-	-	--	-	--	-	-	-	--
99 INTERGOVERNMENTAL CHARGES:									
6200 CONTRACTED SERVICES	636,722	636,722	100.0%	-	0.0%	-	625,457	615,541	98.4%
TOTAL INTERGOVERNMENTAL CHARGES	636,722	636,722	100.0%	-	0.0%	-	625,457	615,541	98.4%
OTHER USES:									
8911 INTERFUND TRANSFERS OUT	40,700	5,000,000	12285.0%	-	0.0%	(4,959,300)	10,027,000	10,007,000	99.8%
TOTAL OTHER USES	40,700	5,000,000	12285.0%	-	0.0%	(4,959,300)	10,027,000	10,007,000	99.8%
TOTAL 6000 EXPENDITURES:	346,146,009	299,058,509	86.4%	25,199,562	7.3%	47,087,500	371,857,357	317,582,820	85.4%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	(11,637,396)	14,353,107		(12,595,203)			(33,874,319)	(6,940,404)	
BEGINNING FUND BALANCE:	98,220,167	98,220,167					118,093,034	118,093,034	
ENDING FUND BALANCE:	86,582,771	112,573,274					84,218,715	111,152,630	

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
REVENUE SUMMARY:									
LOCAL REVENUE	177,531,786	181,854,607	102.4%	787,103	0%	(4,322,821)	156,344,867	157,880,999	101.0%
STATE REVENUE	143,876,828	121,535,199	84.5%	12,950,213	9%	22,341,629	173,388,172	146,520,158	84.5%
FEDERAL REVENUE	13,100,000	9,472,068	72.3%	(1,223,880)	-9%	3,627,932	8,250,000	6,209,759	75.3%
OTHER SOURCES	-	549,743	--	90,923	--	(549,743)	-	31,500	--
TOTAL OTHER REVENUE SOURCES	334,508,614	313,411,617	93.7%	12,604,358	4%	21,096,997	337,983,039	310,642,416	91.9%
APPROPRIATIONS/EXPENDITURES BUDGET CATEGORY SUMMARY:									
6100 PAYROLL	283,616,117	250,445,356	88.3%	22,035,664	8%	33,170,760	275,662,397	254,156,560	92.2%
6200 SERVICES	20,894,557	17,885,144	85.6%	1,093,563	5%	3,009,414	37,838,170	23,652,099	62.5%
6300 SUPPLIES	21,945,367	13,046,576	59.5%	698,564	3%	8,898,791	30,532,587	19,340,939	63.3%
6400 OTHER EXPENSE	10,733,596	7,711,181	71.8%	443,702	4%	3,022,414	12,110,093	6,917,369	57.1%
6600 CAPITAL OUTLAY	8,915,673	4,960,641	55.6%	591,799	7%	3,955,032	6,947,239	3,508,854	50.5%
8900 OTHER USES	40,700	5,000,000	12285.0%	-	0%	(4,959,300)	10,027,000	10,007,000	99.8%
TOTAL APPROPRIATIONS/EXPENDITURES	346,146,009	299,048,898	86.4%	24,863,292	7%	47,097,112	373,117,486	317,582,820	85.1%

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF FOOD SERVICE BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 YTD ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
REVENUE:									
LOCAL RESOURCES:									
5742 INVESTMENT EARNINGS	80,000	1,166,444	1458.1%	131,485	164.4%	(1,086,444)	10,000	96,771	967.7%
5749 MISCELLANEOUS REVENUE	-	62,302	0.0%	-	--	-	-	28,303	--
5751 FOOD SERVICES	2,000,000	1,063,250	53.2%	5,255	0.3%	936,750	2,025,000	557,939	27.6%
5755 ACTIVITY FUND RECEIPTS	50,000	-	0.0%	-	0.0%	50,000	150,000	-	0.0%
TOTAL LOCAL RESOURCES	2,130,000	2,291,997	107.6%	136,741	6.4%	(161,997)	2,185,000	683,013	31.3%
STATE RESOURCES:									
5829 TEA/NON-FOUNDATION REVENUE	120,000	-	0.0%	-	0.0%	120,000	120,000	38,416	32.0%
5839 STATE REVENUE TEXAS GRANTS	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL STATE RESOURCES	120,000	-	0.0%	-	0.0%	120,000	120,000	38,416	32.0%
FEDERAL RESOURCES:									
5921 SCHOOL BREAKFAST PROGRAM	5,500,000	6,363,393	115.7%	10,956	0.2%	(863,393)	5,500,000	5,936,664	107.9%
5922 NATIONAL SCHOOL LUNCH PROGRAM	15,640,000	14,880,974	95.1%	28,049	0.2%	759,026	14,410,193	17,599,371	122.1%
5923 USDA DONATED COMMODITIES	1,700,000	-	0.0%	-	0.0%	1,700,000	1,300,000	-	0.0%
5938 SUMMER FEEDING PROGRAM	-	-	--	-	--	-	-	-	--
5939 CACFP SUPPER PROGRAM	200,000	618,431	309.2%	-	0.0%	(418,431)	200,000	459,612	229.8%
TOTAL FEDERAL RESOURCES	23,040,000	21,862,798	94.9%	39,005	0.2%	1,177,202	21,410,193	23,995,646	112.1%
						-			
TOTAL FOOD SERVICE REVENUE:	25,290,000	24,154,794	95.5%	175,746	0.7%	1,135,206	23,715,193	24,717,076	104.2%
EXPENDITURES:									
35 FOOD SERVICE:									
6100 PAYROLL	8,164,797	9,162,797	112.2%	139,190	1.7%	(998,000)	8,132,909	8,457,526	104.0%
6200 CONTRACTED SERVICES	627,516	411,736	65.6%	65,455	10.4%	215,780	405,808	196,110	48.3%
6300 SUPPLIES	14,152,151	10,189,389	72.0%	30,860	0.2%	3,962,762	12,689,471	8,575,363	67.6%
6400 OTHER EXPENSE	76,434	68,898	90.1%	4,649	6.1%	7,536	98,340	73,987	75.2%
6600 CAPITAL OUTLAY	55,537	55,537	100.0%	-	0.0%	0	52,069	44,054	84.6%
FOOD SERVICE EXPENDITURES	23,076,435	19,888,357	86.2%	240,154	1.0%	3,188,078	21,378,597	17,347,039	81.1%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
EXTRA-CURRICULAR ACTIVITIES	-	-	--	-	--	-	-	-	--
51 MAINTENANCE:									
6100 PAYROLL	449,024	72,924	16.2%	2,566	0.6%	376,100	349,024	76,858	22.0%
6200 CONTRACTED SERVICES	18,235	9,240	50.7%	-	0.0%	8,995	466,455	8,400	1.8%
6300 SUPPLIES	169,709	148,349	87.4%	4,458	2.6%	21,361	267,401	122,334	45.7%
MAINTENANCE EXPENDITURES	636,968	230,513	36.2%	7,024	1.1%	406,455	1,082,880	207,592	19.2%
81 FACILITIES:									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	-	-	--	-	--	-	3,000,000	-	0.0%
FACILITIES EXPENDITURES	-	-	--	-	--	-	3,000,000	-	--
89 OTHER USES:									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	0.0%	-	-	-	--
TOTAL 6000 EXPENDITURES:	23,713,403	20,118,870	84.8%	247,177	1.0%	3,594,533	25,461,477	17,554,631	68.9%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	1,576,597	4,035,924		(71,432)			(1,746,284)	7,162,444	
BEGINNING FUND BALANCE:	12,852,515	12,852,515					5,176,509	5,176,509	
ENDING FUND BALANCE:	14,429,112	16,888,439					3,430,225	12,338,953	

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF DEBT SERVICE BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 YTD ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
REVENUE:									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	45,278,925	45,268,345	100.0%	(2,101)	0.0%	10,580	43,560,644	43,415,678	99.7%
5712 DELINQUENT TAXES	100,000	(17,304.38)	-17.3%	(10,199)	-10.2%	117,304	100,000	(175,300)	-175.3%
5719 OTHER TAX RELATED REVENUE	-	314,220	--	19,507	--	(314,220)	-	240,435	--
TOTAL TAXES	45,378,925	45,565,261	100.4%	7,207	0.0%	(186,336)	43,660,644	43,480,812	99.6%
5742 INVESTMENT EARNINGS	25,000	369,908	1479.6%	41,530	166.1%	(344,908)	-	11,027	--
TOTAL LOCAL RESOURCES	45,403,925	45,935,168	101.2%	48,737	0.1%	(531,243)	43,660,644	43,491,840	99.6%
STATE RESOURCES (EDA):									
5829 TEA/NON-FOUNDATION REVENUE	-	1,492,048	--	-	--	(1,492,048)	546,520	517,182	94.6%
TOTAL STATE RESOURCES	-	1,492,048	--	-	--	(1,492,048)	546,520	517,182	94.6%
OTHER SOURCES:									
7911 SALE OF BONDS	-	-	--	-	--	-	-	-	--
7915 INTERFUND TRANSERS IN	-	-	--	-	--	-	-	-	--
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	--	-	--	-	-	-	--
TOTAL OTHER SOURCES	-	-	--	-	0.0%	-	-	-	--
TOTAL REVENUE:	45,403,925	47,427,216	104.5%	48,737	0.1%	(2,023,291)	44,207,164	44,009,022	99.6%
EXPENDITURES:									
71 DEBT SERVICE:									
6500 DEBT SERVICE FEES	45,553,925	39,559,550	86.8%	-	0.0%	5,994,375	45,577,025	38,854,475	85.3%
DEBT SERVICE EXPENDITURES	45,553,925	39,559,550	86.8%	-	0.0%	5,994,375	45,577,025	38,854,475	85.3%
OTHER USES:									
8949 REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	--
TOTAL OTHER USES	-	-	0.0%	-	0.0%	-	-	-	--
TOTAL EXPENDITURES:	45,553,925	39,559,550	86.8%	-	0.0%	5,994,375	45,577,025	38,854,475	85.3%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	(150,000)	7,867,666		48,737			(1,369,861)	5,154,547	
BEGINNING FUND BALANCE:	9,730,167	9,730,167					10,914,557	10,914,557	
ENDING FUND BALANCE:	9,580,167	17,597,833					9,544,696	16,069,104	

IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES
09/01/2022-07/31/2023

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES 100-199 GENERAL	200-499 SPECIAL REVENUE EXCLUDING FOOD SERVICE	500-599 DEBT SERVICE	600-699 CAPITAL PROJECTS
	REVENUE:				
5700	Local and Intermediate Sources	$ 181,854,607	$ 389,618	$ 45,935,168	$ -
5800	State Program Revenues	121,535,199.18	2,271,066	1,492,048	-
5900	Federal Program Revenues	9,472,068	45,348,280	-	-
5020	Total Revenue:	$ 312,861,874	48,008,965	47,427,216	-
	EXPENDITURES:				
0010	Instruction and Instructional-Related Services	183,343,704	28,597,202	-	-
0020	Instructional and School Leadership	26,861,471	2,537,509	-	47,422
0030	Support Services - Student (Pupil)	33,566,322	3,926,597	-	-
0040	Administrative Support Services	9,425,335	8,157,813	-	23,112
0050	Support Services - Nonstudent Based	37,466,001	3,472,119	-	263,965
0060	Community Services	939,778	2,172,069	-	-
0070	Debt Service	-	-	39,559,550	-
0080	Capital Outlay	1,813,441	-	-	1,258,135
0090	Intergovernmental Charges/JJAEP/TIF	642,458	-	-	-
6030	Total Expenditures:	294,058,509	48,863,310	39,559,550	1,592,633
	EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:	18,803,365	(854,345)	7,867,666	(1,592,633)
7900	**OTHER FINANCING SOURCES:**				
	Proceeds from Sale of Fixed Assets	151,800	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Interfund Transfers In	-	-	-	5,000,000
7020	Total Other Financing Sources:	458,820	-	-	5,000,000
8900	**OTHER FINANCING USES:**				
	Refunding Bonds	-	-	-	-
	Interfund Transfers Out	5,000,000	-	-	
8030	Total Other Financing Uses:	5,000,000	-	-	-
	TOTAL OTHER FINANCING SOURCES AND (USES):	(4,541,180)	-	-	5,000,000
1200	**EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USE**	14,262,185	(854,345)	7,867,666	3,407,367
0100	**FUND BALANCE - September 1 (Beginning):**	122,767,548	(187,058)	14,840,048	11,683,215
3000	**FUND BALANCE (DEFICIT) - (Ending):**	$ 137,029,733	$ (1,041,403)	$ 22,707,714	$ 15,090,582

IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES
09/01/2021-07/31/2022

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES 100-199 GENERAL	200-499 SPECIAL REVENUE EXCLUDING FOOD SERVICE	500-599 DEBT SERVICE	600-699 CAPITAL PROJECTS
	REVENUE:				
5700	Local and Intermediate Sources	$ 157,880,999	$ 430,641	$ 43,491,840	$ -
5800	State Program Revenues	146,520,158.32	1,551,684	517,182	-
5900	Federal Program Revenues	6,209,759	31,002,401	-	-
5020	Total Revenue:	$ 310,610,916	32,984,725	44,009,022	-
	EXPENDITURES:				
0010	Instruction and Instructional-Relate	194,817,864	22,761,965	-	864,366
0020	Instructional and School Leadership	25,949,724	1,149,402	-	-
0030	Support Services - Student (Pupil)	35,453,009	4,900,115	-	-
0040	Administrative Support Services	9,443,685	1,492,142	-	-
0050	Support Services - Nonstudent Bas	38,340,270	2,538,434	-	1,736,234
0060	Community Services	831,248	2,270,372	-	-
0070	Debt Service	-	-	38,854,475	-
0080	Capital Outlay	2,113,384	-	-	941,764
0090	Intergovernmental Charges/JJAEP,	626,635	-	-	-
6030	Total Expenditures:	307,575,820	35,112,430	38,854,475	3,542,364
	EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPE	3,035,096	(2,127,705)	5,154,547	(3,542,364)
7900	**OTHER FINANCING SOURCES:**				
	Proceeds from Sale of Fixed Assets	31,500	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Operating Transfers In	-	-	-	-
	Special Items	-	-	-	-
	Interfund Transfers In	-	-	-	9,965,000
7020	Total Other Financing Sources:	31,500	-	-	9,965,000
8900	**OTHER FINANCING USES:**				
	Refunding Bonds	-		-	-
	Operating Transfers Out	10,007,000	-	-	-
8030	Total Other Financing Uses:	10,007,000	-	-	-
	TOTAL OTHER FINANCING SOURCI	(9,975,500)	-	-	9,965,000
1200	**EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES**	(6,940,404)	(2,127,705)	5,154,547	6,422,636
0100	**FUND BALANCE - September 1 (Be**	86,201,136	33,453	(8,948,234)	5,511,642
3000	**FUND BALANCE (DEFICIT) - (Endin**	$ 79,260,732	$ (2,094,252)	$ (3,793,687)	$ 11,934,278

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF INTERNAL SERVICE FUNDS BUDGET & ACTUAL
July 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2022 to 07/31/2023 YTD ACTUAL	%YTD	07/23 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2021 to 07/31/2022 YTD ACTUAL	%YTD
REVENUE:									
LOCAL RESOURCES:									
5739 OTHER TUITION AND FEES	-	-	--	-	--	-	-	-	--
5742 INVESTMENT EARNINGS	1,000.00	87,826.25	8782.6%	9,900	990.0%	(86,826)	1,000	8,430	843.0%
5744 GIFTS AND BEQUESTS	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	435,647	409,005	93.9%	-	0.0%	26,642	435,647	458,898	105.3%
5751 FOOD SERVICES	-	-	--	-	--	-	-	-	--
5754 INTERFUND TRANSACTIONS	2,040,368	1,405,588	68.9%	122,147	6.0%	634,780	2,040,368	1,352,880	66.3%
5755 ACTIVITY FUND RECEIPTS	250	-	0.0%	-	0.0%	250	250	-	0.0%
5769 REVENUE FROM INTERMEDIATE	-	-	--	-	--	-	-	-	--
TOTAL LOCAL RESOURCES	2,477,265	1,902,419	76.8%	132,047	5.3%	574,846	2,477,265	1,820,208	73.5%
OTHER SOURCES:									
7901 SALE OF REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7911 SALE OF BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7915 INTERFUND TRANSFER IN	40,700	-	0.0%	-	0.0%	40,700	62,000	42,000	67.7%
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	0.0%	-	0.0%	-	-	-	0.0%
7999 OTHER MISC SOURCES	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL OTHER SOURCES	40,700	-	0.0%	-	0.0%	40,700	62,000	42,000	0.0%
TOTAL INTERNAL SERVICE FUNDS REVENUE:	2,517,965	1,902,419	75.6%	132,047	5.2%	574,846	2,539,265	1,862,208	73.3%
EXPENDITURES:									
13 STAFF DEVELOPMENT:									
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
TOTAL STAFF DEVELOPMENT	-	-	--	-	--	-	-	-	--
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	225,387	199,039	88.3%	18,438	8.2%	26,348	204,660	217,801	106.4%
6200 CONTRACTED SERVICES	2,173	2,173	100.0%	-	0.0%	-	2,173	2,173	100.0%
6300 SUPPLIES	197,837	208,254	105.3%	48,920	24.7%	(10,417)	219,882	343,514	156.2%
6400 OTHER EXPENSE	10,500	(4,014)	-38.2%	(5,401)	-51.4%	14,514	9,182	621	6.8%
TOTAL INSTRUCTIONAL ADMINISTRATION	435,897	405,452	93.0%	61,957	14.2%	30,445	435,897	564,109	129.4%
35 FOOD SERVICE									
6100 PAYROLL COSTS	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
TOTAL EXTRA-CURRICULAR ACTIVITIES:	-	-	--	-	--	-	-	-	--
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER OPERATING COST	-	-	--	-	--	-	-	-	--
TOTAL EXTRA-CURRICULAR ACTIVITIES:	-	-	--	-	--	-	-	-	--
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	177,270	111,231	62.7%	11,189	6.3%	66,039	177,270	79,692	45.0%
6200 CONTRACTED SERVICES	235,075	99,852	42.5%	(73,512)	-31.3%	135,223	263,456	186,492	70.8%
6300 SUPPLIES	41,037	11,376	27.7%	1,137	2.8%	29,661	72,289	21,682	30.0%
6400 OTHER EXPENSE	1,545,985	766,026	49.5%	150,879	9.8%	779,959	1,545,910	897,367	58.0%
6500 DEBT SERVICE FEES	-	4,168	--	4,168	--	(4,168)	-	-	--
6600 CAPITAL OUTLAY	40,778	9,868	24.2%	(9,868)	-24.2%	30,910	-	-	--
TOTAL GENERAL ADMINISTRATION	2,040,145	1,002,522	49.1%	83,994	4.1%	1,037,623	2,058,925	1,185,233	57.6%
8911 INTERFUND TRANSFERS OUT	-	-	--	-	--	-	-	-	--
TOTAL OTHER USES	-	-	--	-	--	-	-	-	--
51 MAINTENANCE:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	456	380	83.3%	38	8.3%	76	2,976	2,900	97.4%
6300 SUPPLIES	660	-	0.0%	-	0.0%	660	3,660	-	0.0%
6400 OTHER OPERATING COST	40,807	39,727	97.4%	-	0.0%	1,080	37,807	36,988	97.8%
TOTAL EXTRA-CURRICULAR ACTIVITIES:	41,923	40,107	--	38	--	1,816	44,443	39,888	--
TOTAL 6000 EXPENDITURES:	2,517,965	1,448,082	57.5%	145,989	5.8%	1,069,883	2,539,265	1,789,230	70.5%
NET INCOME (LOSS)	-	454,338		(13,942)			-	72,978	
BEGINNING FUND BALANCE:	69,855	69,855					506,023	506,023	
ENDING FUND EQUITY BALANCE:	69,855	524,192					506,023	579,001	

IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENSES AND
CHANGES IN FUND NET ASSETS
INTERNAL SERVICE FUNDS
09/01/2022-07/31/2023

		FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
	OPERATING REVENUE						
5700	Charges for Services	$ -	$ 1,207,245	$ 10,966	$ 408,500	$ 187,882	$ 1,814,593
5020	Total Operating Revenue	-	1,207,245	10,966	408,500	187,882	1,814,593
	OPERATING EXPENSES						
6100	Payroll Costs	-	72,426	38,805	199,039		310,271
6200	Professional/Contracted Services	-	65,639		2,173	34,593	102,405
6300	Supplies and Materials	-	8,229	-	208,254	3,147	219,630
6400	Claims, Admin, & Other Expenses	-	703,423	-	(4,014)	102,330	801,740
6500	DEBT SERVICE FEES					4,168	
6600	Capital Outlay					9,868	9,868
6030	Total Operating Expenses	-	849,718	38,805	405,452	154,107	1,443,913
	Operating Income (Loss)	-	357,528	(27,839)	3,048	33,776	370,680
	NON-OPERATING REVENUE						
5742	Interest Income	-	87,826	-	-	-	87,826
	OTHER SOURCES						
7900	Interfund Transfers In	-	-	-	-	-	-
	CHANGE IN NET ASSETS	$ -	$ 445,354	$ (27,839)	$ 3,048	$ 33,776	$ 458,506
0100	Total Net Assets - September 1 (Beginning)	$ -	$ 1,017,363	$ 582,156	$ (282,559)	$ 8,258	$ 1,325,218
3000	**TOTAL NET ASSETS**	$ -	$ 1,462,717	$ 554,317	$ (279,511)	$ 42,034	$ 1,783,724

IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENSES AND
CHANGES IN FUND NET ASSETS
INTERNAL SERVICE FUNDS
09/01/2021-07/31/2022

		FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
	OPERATING REVENUE						
5700	Charges for Services	$ -	$ 1,234,631	$ 11,239	$ 455,692	$ 152,216	$ 1,853,778
5020	Total Operating Revenue	-	1,234,631	11,239	455,692	152,216	1,853,778
	OPERATING EXPENSES						
6100	Payroll Costs	-	67,261	12,432	217,801		297,493
6200	Professional/Contracted Services	-	79,909		2,173	109,483	191,564
6300	Supplies and Materials	-	5,408	-	343,514	16,274	365,196
6400	**Claims, Admin, & Other Expenses**	-	874,624	59,732	621		934,977
6030	Total Operating Expenses	-	1,027,201	72,163	564,109	125,757	1,789,230
	Operating Income (Loss)	-	207,430	(60,925)	(108,416)	26,459	64,548
	NON-OPERATING REVENUE						
5742	Interest Income	-	8,430	-	-	-	8,430
	OTHER SOURCES						
7900	Interfund Transfers In	-	-	-	-	-	-
	CHANGE IN NET ASSETS	$ -	$ 215,860	$ (60,925)	$ (108,416)	$ 26,459	$ 72,978
0100	Total Net Assets - September 1 (Beginning)	$ -	$ 860,915	$ 645,866	$ (151,342)	$ (703)	$ 1,354,736
3000	**TOTAL NET ASSETS**	$ -	$ 1,076,775	$ 584,941	$ (259,758)	$ 25,756	$ 1,427,714

CONSOLIDATED BALANCE SHEET FOR GO 2023 11

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	-7,913,613.16	-3,468,399.38
1151	IMPREST FUNDS	.00	714.37
1152	IMPREST CAFT/ACCT. OVER/UNDER	.00	-7.49
1153	IMPREST CHANGE FUND	.00	1,154.45
1170	LEGACY TEXAS MMA	28,277.17	31,126,305.47
1172	CERTIFICATES OF DEPOSIT	.00	15,000,000.00
1173	AGENCY SECURITIES	.00	12,111,020.16
1175	TEXPOOL	4,631.58	1,068,946.65
1176	TEXSTAR	40,336.44	9,328,254.31
1177	LONE STAR POOL	24,661.17	5,698,080.47
1178	TEXAS CLASS	-2,226,552.61	52,466,005.02
1179	LOGIC	39,893.22	8,911,333.03
1180	LANDING ROCK INVESTORS	40,691.06	10,415,987.89
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	5,474,418.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-2,309,289.00
1241	DUE FROM STATE	-2,491,471.24	10,124.46
1251	ACCRUED INTEREST	10,044.85	51,867.20
1262	DUE FROM SPECIAL REVENUE	.00	5,772,662.00
1263	DUE FROM I & S	-134.62	313,135.94
1266	DUE FROM INTERNAL SERVICE FUND	.00	474,502.00
1291	RECEIVABLES	.00	-.25
1295	DUE FROM TRISTAR	-980.00	43,845.56
1311	INVENTORIES - GENERAL SUPPLIES	42,024.32	400,256.27
1312	INVENTORIES - SCHOOLDUDE	-18,348.32	315,474.39
1313	POSTAGE	-11,051.45	70,021.79
1411	DEFERRED EXPENDITURES	.00	57,420.00
1493	RETURNED CHECKS	.00	9,493.84
1495	PREPAID EXPENSE	1,971.64	15,295.94
	TOTAL ASSETS	-12,429,619.95	153,358,623.09
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	-91,512.95	-168,230.14
2111	ACCOUNTS PAYABLE	-475,177.98	-6,575,249.01
2113	TAX REFUNDS/ATTNY'S FEE	-15,385.70	-140,742.49
2114	RETAINAGES	.00	40.00
2161	ACCRUED WAGES PAYABLE	.00	-14,727,115.69
2181	DUE TO STATE	-88.68	-15,917,443.64
2199	CREDIT CARD SUSPENSION	-6,418.85	-74,357.75
2311	DEFERRED REVENUE	-336.19	-3,171,516.29
	TOTAL LIABILITIES	-588,920.35	-40,774,615.01
FUND BALANCE			
3411	RESERVE FOR INVENTORIES	.00	-846,769.00
3431	RESERVE FOR PREPAID ITEMS	.00	-78,154.00

CONSOLIDATED BALANCE SHEET FOR GO 2023 11

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE			
3441	RESERVE FOR OUTSTANDING ENCUMB	.00	392,378.42
3591	OTHER DESIGNATED FUND BALANCE	.00	-8,776,750.99
3610	FUND BALANCE FOR PEIMS	.00	14.69
3611	FUND BALANCE BEG-OF-YEAR	2,503.02	-88,911,495.35
3612	BUDGET SURPLUS/DEFICIT	-320,908.01	11,637,395.93
4310	RESERVE FOR ENCUMBRANCES	502,539.66	-7,741,716.78
4311	RESERVE FOR ENCUMBRANCES	-502,539.66	7,741,716.78
5010	ESTIMATED REVENUE - CO	26,634.31	334,508,613.50
5050	REALIZED REVENUE - CO	-12,523,560.17	-313,421,741.27
6010	APPROPRIATED EXPENDITURES - CO	294,273.70	-346,146,009.43
6050	EXPENDITURES - CO	25,539,597.45	299,058,509.42
	TOTAL FUND BALANCE	13,018,540.30	-112,584,008.08
	TOTAL LIABILITIES + FUND BALANCE	12,429,619.95	-153,358,623.09

** END OF REPORT - Generated by MIEISHA RUNNELS **

CONSOLIDATED BALANCE SHEET FOR FS 2023 11

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	-236,819.34	-32,228,712.92
1151	IMPREST FUNDS	.00	1,000.00
1153	IMPREST CHANGE FUND	4,660.00	10,125.00
1178	TEXAS CLASS	131,485.44	29,145,954.11
1241	DUE FROM STATE	39,005.19	18,935,073.71
1311	INVENTORIES - GENERAL SUPPLIES	.00	277,537.01
	TOTAL ASSETS	-61,668.71	16,140,976.91
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	-4,517.70	-2,900.48
2111	ACCOUNTS PAYABLE	-3,706.19	-8,268.40
	TOTAL LIABILITIES	-8,223.89	-11,168.88
FUND BALANCE			
3451	RESERVE - FOOD SERVICE	.00	-12,093,883.59
3612	BUDGET SURPLUS/DEFICIT	.00	-1,576,597.00
4310	RESERVE FOR ENCUMBRANCES	-1,262,386.39	-1,479,375.04
4311	RESERVE FOR ENCUMBRANCES	1,262,386.39	1,479,375.04
5010	ESTIMATED REVENUE - CO	.00	25,290,000.00
5050	REALIZED REVENUE - CO	-177,284.81	-24,154,794.17
6010	APPROPRIATED EXPENDITURES - CO	.00	-23,713,403.00
6050	EXPENDITURES - CO	247,177.41	20,118,869.73
	TOTAL FUND BALANCE	69,892.60	-16,129,808.03
	TOTAL LIABILITIES + FUND BALANCE	61,668.71	-16,140,976.91

** END OF REPORT - Generated by MIEISHA RUNNELS **

CONSOLIDATED BALANCE SHEET FOR DS 2023 11

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	7,072.67	8,630,293.44
1177	LONE STAR POOL	3,895.41	900,052.10
1178	TEXAS CLASS	37,634.56	8,346,845.49
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	1,570,925.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-696,250.00
1241	DUE FROM STATE	.00	33,776.00
	TOTAL ASSETS	48,602.64	18,785,642.03
LIABILITIES			
2171	DUE TO GENERAL FUND	134.62	-313,135.94
2311	DEFERRED REVENUE	.00	-874,675.00
	TOTAL LIABILITIES	134.62	-1,187,810.94
FUND BALANCE			
3480	RESTRICTED - LT DEBT RETIREMEN	.00	-9,730,164.82
3612	BUDGET SURPLUS/DEFICIT	275,000.00	150,000.00
5010	ESTIMATED REVENUE - CO	.00	45,403,925.00
5050	REALIZED REVENUE - CO	-48,737.26	-47,427,216.27
6010	APPROPRIATED EXPENDITURES - CO	-275,000.00	-45,553,925.00
6050	EXPENDITURES - CO	.00	39,559,550.00
	TOTAL FUND BALANCE	-48,737.26	-17,597,831.09
	TOTAL LIABILITIES + FUND BALANCE	-48,602.64	-18,785,642.03

** END OF REPORT - Generated by MIEISHA RUNNELS **

IRVING
Independent School District

Date: September 18, 2023

To: Fernando Natividad, Chief Financial Officer

From: Mahdia Lalee, Director of Business Operations

Subject: September Amendment to the 2023-2024 Budget

Topic: Consider Approval of Resolution and Order No. 23-24-01 Authorizing September Amendment to the 2023-2024 Budget:

General Operating Fund

There are no proposed budget changes to the General Operating Fund.

Food Service

There are no proposed budget changes to the Food Service Fund.

Debt Service Fund

There are no proposed budget changes to the Debt Service Fund.

IRVING
Independent School District

CONSENT AGENDA
9/18/2023

TOPIC: Consider Approval of Irving ISD Partial Tax Rolls for 2023

SUBMITTED BY: Cher Elzy

BACKGROUND: Under Section 26.09 of the Texas Property Tax Code upon receipt of the notice of the tax rate for the current year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each of the property included on the appraisal roll for that unit.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the approval of the partial tax roll of $20,003,908,010 producing a levy of $203,884,574 based on the district's $1.0281 tax rate.

RECOMMENDED BOARD MOTION: I move the Board approve the partial tax roll of $20,003,908,010 producing a levy of $203,884,574 based on the district's $1.0281 tax rate.

Attachments:

1. 2023 Tax Roll Summary

Tax Collection System - IRVING ISD
Certified Roll Jurisdiction Summary
Processing For Tax Year: 2023 County Code: 57 Tax Unit: ALL Roll Codes: ALL

Jurisdiction: 1 IRVING ISD

Total Parcels:	47,929	**Tax Rate:**	1.0281000		
Market Value:	25,754,182,140	**State Hom:**	100,000	**Opt Hom:**	0.0000000
		State O65:	10,000	**Opt O65:**	0
		Disabled:	10,000	**Opt Disabled:**	0

AG Exclusion Count:	28	**AG Exclusion Amt:**	5,172,909
Timber Exclusion Count:	0	**Timber Exclusion Amt:**	0
HS Capped Count:	16,032	**HS Capped Amt:**	950,769,995
Assessed Value:	24,798,239,236		

Exempt Count/Amt:	1,674	2,582,719,590	**Immed Residential Homestead Count/Amt:**	10	904,927
100% Exempt Vet Count/Amt:	135	23,982,390	**Hb366 Count/Amt:**	1,023	1,170,860
Prorated Count/Amt:	4	72,275,813	**Pollution Control Count/Amt:**	55	4,160,701

State Homestead Count:	20,937	**State Homestead Amt:**	2,028,004,688
Local Homestead Count:	0	**Local Homestead Amt:**	0
State Over 65 Count:	7,308	**State Over 65 Amt:**	67,242,495
Local Over 65 Count:	0	**Local Over 65 Amt:**	0
Surviving Spouse Count:	640	**Surviving Spouse Amt:**	6,061,854
State Disabled Count:	614	**State Disabled Amt:**	5,215,427
Local Disabled Count:	0	**Local Disabled Amt:**	0
Total VET Count:	247	**Total VET Amt:**	2,592,481

Partial Exempt Values:	2,109,116,945
Taxable Value:	20,003,908,010
Total Levy Amt:	203,884,273.57
Frozen Account Count:	8,535
Frozen Homesite Value:	2,131,217,523
Frozen Taxable Value:	1,218,872,056
Unfrozen Levy Amt:	12,531,223.83
Frozen Levy Amt:	10,755,313.69
Frozen Levy Loss Amt:	1,775,910.14
Total Non-Exempt Parcel Count:	46,255

CONSENT AGENDA
9/18/2023

TOPIC: Consider the Approval of the Supplements to the Irving ISD Tax Rolls

SUBMITTED BY: Cher Elzy

BACKGROUND: The Board approved the tax roll on August 21, 2023. Supplements to the tax rolls are prepared monthly by the Dallas Central Appraisal District. Board action is required on any refunds greater than $2,500.00. For ease in processing, we are presenting the total value of all supplements.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends that the Board of Trustees approve the supplements to the Irving ISD tax rolls.

RECOMMENDED BOARD MOTION: I move the Board approve the Supplements to the Irving ISD Tax Rolls.

Attachments:

1. Memo from Cher Elzy to Fernando Natividad
2. Dallas Central Appraisal District Supplement Recap for August
3. Supplement 01 to the 2023 tax roll
4. Supplement 13 to the 2022 tax roll
5. Supplement 25 to the 2021 tax roll
6. Supplement 36 to the 2020 tax roll
7. Comparison of the Budget to the Actual Tax Roll Spreadsheet

MEMO

Date: September 18, 2023

To: Fernando Natividad, Chief Financial Officer

From: Cher Elzy, Director of Taxation

Subject: August Supplement Reports

Attached for your consideration is the August Supplement Reports.

Thank you.

DALLAS CENTRAL APPRAISAL DISTRICT

SUPPLEMENT 08-2023

As of August 09, 2023

State of Texas
County of Dallas

Property Tax Code, Section 25.25

I, W. Kenneth Nolan, Executive Director/Chief Appraiser of the Dallas Central Appraisal District, attest to the best of my knowledge, that the attached is a supplement to the certified appraisal roll which lists taxable property for

IRVING ISD

Tax Year	Amount of
2023	351,864,836
2022	41,859,995-
2021	742,407-
2020	346,980-

Date : August 17, 2023

W. Kenneth Nolan
Executive Director/Chief Appraiser

2949 N. Stemmons Freeway, Dallas Texas 75247 - 6195 Phone : (214) 631-0520

2023 SUPPLEMENT NO. 01

Real Property Additions	Personal Property Additions
$ 351,385,802	$ 10,281,470 [64]

Total Additions	Supplemental Change Report	Net Changes of Changes
$ 361,667,272	$ (9,802,436)	$ 351,864,836

Summary of Supplemental Change Report
#1 through #1

Value	Reason
$ (9,802,436)	Exemptions and Value Changes
$ 361,667,272	Total Additions
$ 351,864,836	Net Total

2022 SUPPLEMENT NO. 13

Real Property Additions	Personal Property Additions
$ 0	$ 0

65

Total Additions	Supplemental Change Report	Net Changes of Changes
$ 0	$ (41,859,995)	$ (41,859,995)

Summary of Supplemental Change Report
#1 through #13

Value	Reason
$ (270,139,868)	Exemptions and Value Changes
$ 504,769,583	Total Additions
$ 234,629,715	Net Total

2021 SUPPLEMENT NO. 25

Real Property Additions	Personal Property Additions
$ 0	$ 0

66

Total Additions	Supplemental Change Report	Net Changes of Changes
$ 0	$ (742,407)	$ (742,407)

Summary of Supplemental Change Report
#1 through #25

Value	Reason
$ (354,551,440)	Exemptions and Value Changes
$ 656,479,235	Total Additions
$ 301,927,795	Net Total

2020 SUPPLEMENT NO. 36

Real Property Additions	Personal Property Additions
$ 0	$ 0

67

Total Additions	Supplemental Change Report	Net Changes of Changes
$ 0	$ (346,980)	$ (346,980)

Summary of Supplemental Change Report
#1 through #36

Value	Reason
$ (354,946,509)	Exemptions and Value Changes
$ 1,241,851,292	Total Additions
$ 886,904,783	Net Total

RECAP FOR AUGUST SUPPLEMENT

2023 SUPPLEMENT NO.	01	$	351,864,836
2022 SUPPLEMENT NO.	13	$	(41,859,995)
2021 SUPPLEMENT NO.	25	$	(742,407)
2020 SUPPLEMENT NO.	36	$	(346,980)

FY 2023-2024
COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 1	ADJUSTED TAX ROLL
NET TAXABLE VALUE	$ 21,868,208,126	$ 20,003,908,010	351,864,836	$ 20,355,772,846
M & O LEVY (0.7279)	$ 159,178,687	$ 145,608,446	2,561,224	$ 148,169,670
I & S LEVY (.3002)	$ 65,648,361	$ 60,051,732	1,056,298	$ 61,108,030
TOTAL LEVY (1.0281)	$ 224,827,048	$ 205,660,178	3,617,522	$ 209,277,700

2023 SUPPLEMENT	**TAXABLE VALUE**
SUPPLEMENT NO. 1	**351,864,836**
TOTAL	**351,864,836**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2023 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	501,864,836
LEVY GAIN (LOSS) M & O	3,653,074
LEVY GAIN (LOSS) I & S	1,506,598
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	5,159,672

FY 2022-2023
COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 13	ADJUSTED TAX ROLL
NET TAXABLE VALUE	$ 19,462,591,586	$ 19,095,365,105	234,629,715	$ 19,329,994,820
M & O LEVY (0.9056)	$ 176,253,229	$ 172,927,626	2,124,806	$ 175,052,432
I & S LEVY (.2418)	$ 47,060,546	$ 46,172,593	567,335	$ 46,739,928
TOTAL LEVY (1.1474)	$ 223,313,775	$ 219,100,219	2,692,141	$ 221,792,360

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2022 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	88,407,442
SUPPLEMENT NO. 2	184,253,590
SUPPLEMENT NO. 3	156,291,881
SUPPLEMENT NO. 4	55,395,081
SUPPLEMENT NO. 5	-280,000
SUPPLEMENT NO. 6	-355,000
SUPPLEMENT NO. 7	-81,030,418
SUPPLEMENT NO. 8	-2,194,340
SUPPLEMENT NO. 9	-33,708,843
SUPPLEMENT NO. 10	-17,715,667
SUPPLEMENT NO. 11	-36,352,638
SUPPLEMENT NO. 12	-36,221,378
SUPPLEMENT NO. 13	-41,859,995
TOTAL	**234,629,715**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2022 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	384,629,715
LEVY GAIN (LOSS) M & O	3,483,206
LEVY GAIN (LOSS) I & S	930,035
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	4,413,241

FY 2021-2022
COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 25	ADJUSTED TAX ROLL
NET TAXABLE VALUE	$ 16,919,405,875	$ 16,326,839,855	301,927,795	$ 16,628,767,650
M & O LEVY (0.9390)	$ 158,873,221	$ 153,309,026	2,835,102	$ 156,144,128
I & S LEVY (.2687)	$ 45,462,444	$ 43,870,219	811,280	$ 44,681,499
TOTAL LEVY (1.2077)	$ 204,335,665	$ 197,179,245	3,646,382	$ 200,825,627

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2021 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	187,588,065
SUPPLEMENT NO. 2	338,477,475
SUPPLEMENT NO. 3	69,878,757
SUPPLEMENT NO. 4	-19,818,397
SUPPLEMENT NO. 5	-1,019,588
SUPPLEMENT NO. 6	-25,232,162
SUPPLEMENT NO. 7	-5,375,060
SUPPLEMENT NO. 8	-20,866,519
SUPPLEMENT NO. 9	-9,933,965
SUPPLEMENT NO. 10	-17,212,668
SUPPLEMENT NO. 11	-13,951,049
SUPPLEMENT NO. 12	-17,375,836
SUPPLEMENT NO. 13	-9,031,030
SUPPLEMENT NO. 14	-8,608,430
SUPPLEMENT NO. 15	-911,100
SUPPLEMENT NO. 16	-12,483,463
SUPPLEMENT NO. 17	0
SUPPLEMENT NO. 18	0
SUPPLEMENT NO. 19	-59,970,336
SUPPLEMENT NO. 20	-32,432,699
SUPPLEMENT NO. 21	-9,780,996
SUPPLEMENT NO. 22	-15,630,198
SUPPLEMENT NO. 23	-10,786,642
SUPPLEMENT NO. 24	-2,853,957
SUPPLEMENT NO. 25	-742,407
TOTAL	**301,927,795**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2021 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	501,927,795
LEVY GAIN (LOSS) M & O	4,713,102
LEVY GAIN (LOSS) I & S	1,348,680
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	6,061,782

FY 2020-2021
COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 36	ADJUSTED TAX ROLL
NET TAXABLE VALUE	$ 15,138,570,097	$ 14,741,790,666	886,904,783	$ 15,628,695,449
M & O LEVY (1.0148)	$ 153,626,209	$ 149,599,692	9,000,310	$ 158,600,002
I & S LEVY (.2603)	$ 39,405,698	$ 38,372,881	2,308,613	$ 40,681,494
TOTAL LEVY (1.2751)	$ 193,031,907	$ 187,972,573	11,308,923	$ 199,281,496

2020 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	435,201,059
SUPPLEMENT NO. 2	479,242,398
SUPPLEMENT NO. 3	280,208,718
SUPPLEMENT NO. 4	15,576,708
SUPPLEMENT NO. 5	-3,568,300
SUPPLEMENT NO. 6	-1,548,848
SUPPLEMENT NO. 7	-17,777,907
SUPPLEMENT NO. 8	-11,306,066
SUPPLEMENT NO. 9	-4,866,930
SUPPLEMENT NO. 10	-7,508,735
SUPPLEMENT NO. 11	-21,392,402
SUPPLEMENT NO. 12	-595,647
SUPPLEMENT NO. 13	-16,657,801
SUPPLEMENT NO. 14	-56,487,138
SUPPLEMENT NO. 15	-37,755,434
SUPPLEMENT NO. 16	-9,076,405
SUPPLEMENT NO. 17	-5,858,729
SUPPLEMENT NO. 18	-4,677,591
SUPPLEMENT NO. 19	-9,638,612
SUPPLEMENT NO. 20	-67,212,457
SUPPLEMENT NO. 21	-16,025,508
SUPPLEMENT NO. 22	-6,083,827
SUPPLEMENT NO. 23	-14,350,447
SUPPLEMENT NO. 24	-2,379,427
SUPPLEMENT NO. 25	-3,091,501
SUPPLEMENT NO. 26	-682,431
SUPPLEMENT NO. 27	-3,797,470
SUPPLEMENT NO. 28	0
SUPPLEMENT NO. 29	0
SUPPLEMENT NO. 30	-93,992

SUPPLEMENT NO. 31	**-206,089**
SUPPLEMENT NO. 32	**-196,012**
SUPPLEMENT NO. 33	**-149,758**
SUPPLEMENT NO. 34	**-92,300**
SUPPLEMENT NO. 35	**100,644**
SUPPLEMENT NO. 36	**-346,980**
TOTAL	**886,904,783**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	1,086,904,783
LEVY GAIN (LOSS) M & O	11,029,910
LEVY GAIN (LOSS) I & S	2,829,213
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	13,859,123

2023 ACTIVE LAWSUITS

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY
1927 BELTLINE CP LTD	$	2,550,000	REAL
1927 EAST BELTLINE RD LLC	$	781,220	REAL
1929 GRAUWYLER LLC	$	12,560,000	REAL
2325 STEMMONS HOTEL PRTNRS LLC	$	9,675,000	REAL
4409 MONTROSE LTD	$	25,160,790	REAL
4525 W PIONEER DR PROPERTY	$	32,000,000	REAL
89 H A S HOTEL CORP	$	1,585,000	REAL
ABRAHAM ALVIN V	$	2,482,020	REAL
ABRAHAM SJI PROPERTIES LLC	$	520,780	REAL
ABRAHAM SJI PROPERTIES LLC	$	240,000	REAL
ACI REAL ESTATE SPE 155 LLC	$	5,995,000	REAL
ALC APARTMENTS LLC	$	59,600,000	REAL
ALESIO GARDEN &	$	143,500,000	REAL
ANGEL HOSPITALITY VIII LLC	$	1,200,000	REAL
AREA/EY WFT LLC	$	10,680,520	REAL
ASHDOW DIALYSIS LLC	$	2,250,000	REAL
AUTOZONE TEXAS LP	$	603,390	PERSONAL
AUTOZONE TEXAS LP	$	657,110	PERSONAL
AUTOZONE TEXAS LP	$	540,910	PERSONAL
AUTOZONE TEXAS LP	$	597,180	PERSONAL
AUTOZONE TEXAS LP	$	538,310	PERSONAL
AUTOZONE TEXAS LP	$	2,242,010	PERSONAL
BELTLINE & GRANDE LTD PS	$	13,000,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	$	3,365,260	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	$	734,740	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	$	7,900,000	REAL
BEST BUY STORES LP	$	2,300,440	PERSONAL
BIO WORLD MERCHANDISING INC	$	14,439,440	PERSONAL
BRE KNIGHT SH TX OWNER LLC	$	4,100,000	REAL
BRE KNIGHT SH TX OWNER LLC	$	1,311,000	REAL
BREIT INDUSTRIAL CANYON TX	$	115,390	REAL
CAD ASSETS LLC	$	3,600,000	REAL
CCP MILLBROOK 1678 LLC	$	5,200,000	REAL
CHATHEAU AT WILDBRIAR LP	$	17,000,000	REAL
CHICK FIL A INC	$	847,050	PERSONAL

COTTONWOOD LANE PROPERTIES LLC	$	8,985,260	REAL
DAYTON HUDSON CORP	$	5,715,000	REAL
DEVA CORPORATION	$	6,050,000	REAL
DILLARDS TEXAS CENTRAL LLC	$	2,271,100	PERSONAL
EL PRIMERO EXPRESS LP	$	4,750,000	REAL
EPC WESTGATE LLC	$	5,586,600	REAL
ESD DFW SOUTH 2011 LP	$	28,000,000	REAL
GRANITE CIMARRON MEADOWS LLC	$	9,639,510	REAL
HCD DALLAS CORPORATION	$	810,000	REAL
IRVING 4600 WEST PIONEER	$	46,250,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	155,560	REAL
IRVING 5 STAR MANAGEMENT LLC	$	901,740	REAL
IRVING 5 STAR MANAGEMENT LLC	$	167,260	REAL
IRVING 5 STAR MANAGEMENT LLC	$	512,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	1,656,610	REAL
IRVING 5 STAR MANAGEMENT LLC	$	264,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	250,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	244,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	192,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	182,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	1,563,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	483,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	449,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	128,000	REAL
IRVING 5 STAR MANAGEMENT LLC	$	2,451,720	REAL
IRVING BUS PROPERTIES LLC	$	2,251,350	REAL
JAHCO FAIR OAKS LP	$	7,750,000	REAL
KROGER TEXAS LP	$	4,100,000	REAL
KROGER TEXAS LP	$	1,575,000	REAL
KROGER TEXAS LP	$	11,680,630	REAL
KROGER TEXAS LP	$	1,800,000	REAL
KROGER TEXAS LP	$	960,000	REAL
LADERA RANCH LLC	$	29,750,000	REAL
LAKE FOREST VALLEY HOLDINGS LLC	$	4,485,530	REAL
LAKE FOREST VALLEY HOLDINGS LLC	$	6,291,390	REAL
LBH LAS COLINAS PLAZA LLC	$	26,300,000	REAL
LOONEY FAMILY 2014 TRUST THE	$	2,217,330	REAL
LOONEY FAMILY 2014 TRUST THE	$	1,073,070	REAL
LOWEN TRINITY MILLS	$	12,375,000	REAL
LOWEN TRINITY MILLS	$	197,830	REAL
LRF2 TOWNE NORTH	$	10,680,000	REAL
LRF2 TOWNE NORTH	$	4,920,000	REAL
MALL GROUND PORTFOLIO LLC	$	41,500,000	REAL
MALL GROUND PORTFOLIO LLC	$	2,050,000	REAL

MALL GROUND PORTFOLIO LLC	$	4,850,000	REAL
MALL GROUND PORTFOLIO LLC	$	193,440	REAL
MALL GROUND PORTFOLIO LLC	$	1,301,420	REAL
MCDAVID IRVING HON LLC	$	3,600,000	REAL
MCDAVID IRVING HON LLC	$	51,860	REAL
MCDAVID IRVING HON LLC	$	2,800,000	REAL
MCDAVID IRVING HON LLC	$	4,525,000	REAL
MCDAVID IRVING HON LLC	$	6,725,000	REAL
MEADOW OAKS HOLDINGS LP	$	10,483,800	REAL
MFO PPTIES LTD	$	1,500,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER LF	$	33,000,000	REAL
NICOLA SPUR 482 LP	$	4,897,250	REAL
PARRISH MICHAEL R & ANGELA R	$	1,591,500	REAL
PERFECT AND MODERN TEAM LLC	$	3,250,000	REAL
RICKY HOSPITALITY LLC	$	1,770,000	REAL
ROCHELLE PLACE LP	$	11,100,000	REAL
SOUTHERN STAR LAS COLINAS LP	$	15,400,000	REAL
STAINBACK RAYMOND F JR	$	4,580,000	REAL
STATE BANK OF TEXAS	$	9,626,240	REAL
TERRA FUNDING-URBAN TOWERS LLC	$	12,252,330	REAL
TERRA FUNDING-URBAN TOWERS LLC	$	145,247,670	REAL
TERRY INVESTMENT PROPERTY 1	$	1,710,000	REAL
TOYOTA OF IRVING LTD	$	630,000	REAL
TOYOTA OF IRVING LTD	$	14,500,000	REAL
TR ATRIUM LP	$	16,342,630	REAL
TR ATRIUM LP	$	8,300,000	REAL
TUP CARPENTER COURT LP	$	11,250,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	$	23,000,000	REAL
WALMART REAL ESTATE	$	10,967,000	REAL
WALGREEN CO AS OWNER AND LESSEE	$	2,445,500	REAL
WALGREEN CO AS OWNER AND LESSEE	$	1,467,560	REAL
WALGREEN CO AS OWNER AND LESSEE	$	3,994,340	REAL
	$		
TOTAL	$	1,062,839,590	

2022 ACTIVE LAWSUITS

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	$	23,500,000	REAL
1212 IRVING LLC	$	11,000,000	REAL
1500 EAST AIRPORT FREEWAY LLC	$	3,720,410	REAL
1500 EAST AIRPORT FREEWAY LLC	$	14,000,000	REAL
1500 EAST AIRPORT FREEWAY LLC	$	4,600,000	REAL
1500 EAST AIRPORT FREEWAY LLC	$	2,550,000	REAL
1500 EAST AIRPORT FREEWAY LLC	$	6,250,000	REAL
1500 EAST AIRPORT FREEWAY LLC	$	9,650,000	REAL
1500 EAST AIRPORT FREEWAY LLC	$	11,500,000	REAL
1500 EAST AIRPORT FREEWAY LLC	$	6,650,000	REAL
1500 EAST AIRPORT FREEWAY LLC	$	504,590	REAL
250 290 B&C LLC	$	34,530,280	REAL
250 290 B&C LLC	$	17,253,980	REAL
250 290 B&C LLC	$	19,412,450	REAL
300 320 DECKER LLC	$	9,868,100	REAL
3228 WILLOW LLC	$	16,416,000	REAL
4409 MONTROSE LTD	$	23,282,000	REAL
500 EJC OFFICE OWNER LLC	$	27,300,000	REAL
600 LAS COLINAS OWNER LLC	$	74,750,000	REAL
692 LAKE CAROLYN PARKWAY	$	58,760,000	REAL
7918 FERGUSON LLC	$	1,889,070	REAL
AARON HOLDINGS LLC	$	2,032,310	REAL
ADDISON HOTELS LP	$	5,400,000	REAL
AGAP GARLAND LLC	$	6,985,000	REAL
AGAS VENTURES LLC	$	169,300	REAL
AGAS VENTURES LLC	$	182,780	REAL
AGAS VENTURES LLC	$	207,320	REAL
AGAS VENTURES LLC	$	185,370	REAL
AGAS VENTURES LLC	$	176,710	REAL
AGAS VENTURES LLC	$	231,570	REAL
AGAS VENTURES LLC	$	184,300	REAL
AGAS VENTURES LLC	$	198,900	REAL
AGAS VENTURES LLC	$	188,670	REAL
AGAS VENTURES LLC	$	216,590	REAL
AGAS VENTURES LLC	$	187,240	REAL
AGAS VENTURES LLC	$	172,970	REAL
AGAS VENTURES LLC	$	213,650	REAL
AGAS VENTURES LLC	$	159,470	REAL
AGAS VENTURES LLC	$	243,150	REAL
AGAS VENTURES LLC	$	203,490	REAL

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY
AGAS VENTURES LLC	$	165,670	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	$	108,705,190	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	$	62,259,620	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	$	9,153,170	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	$	61,882,020	REAL
ALAMO DRAFTHOUSE CINEMA	$	1,315,880	PERSONAL
ALDEN SHORT	$	147,760	REAL
ALDEN SHORT	$	175,530	REAL
ALDEN SHORT	$	220,280	REAL
AREA/EY WFT LLC	$	10,000,000	REAL
ASBURY AUTOMOTIVE GROUP	$	5,900,000	REAL
ASBURY AUTOMOTIVE GROUP	$	51,860	REAL
ASBURY AUTOMOTIVE GROUP	$	2,600,000	REAL
ASBURY AUTOMOTIVE GROUP	$	4,200,000	REAL
ASBURY AUTOMOTIVE GROUP	$	3,200,000	REAL
ASHER PARK IRVING LP	$	27,000,000	REAL
BELL STACY GREETHUM TRUST THE	$	938,150	REAL
BELTLINE & GRANDE LTD	$	11,500,000	REAL
BELTLINE VILLAGE PARTNERS	$	7,211,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUI	$	3,217,350	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUI	$	720,610	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUI	$	7,836,860	REAL
BREIT INDUSTRIAL CANYON TX	$	115,390	REAL
BREIT INDUSTRIAL CANYON TX	$	11,134,220	REAL
BROWN COLINAS POINTE LLC	$	18,500,000	REAL
CANAL CENTRE INVESTORS LLC	$	35,000,000	REAL
CARE INN	$	15,800,000	REAL
CENTERPOINT PROPERTIES TRUST	$	66,270,000	REAL
CFT NV DEVELOPMENTS LLC	$	1,080,000	REAL
CHALET APARTMENTS LLC	$	24,500,000	REAL
CHATHEAU AT WILDBRIAR LP	$	14,700,000	REAL
CHICK FIL A INC	$	906,300	REAL
COLUMBIA PROPERTIES	$	29,500,000	REAL
CP 511 BUILDING LLC	$	21,493,600	REAL
CP II CRESTVIEW LP	$	37,850,000	REAL
CRESTVIEW STONEHILL LLC	$	24,700,000	REAL
CROSS COURT TEXAS LLC	$	1,285,090	REAL
CROSSINGSATIRVING RUBY	$	16,550,000	REAL
DALLAS METRO APARTMENTS LLC	$	4,828,000	REAL
DELUJO EL MOROCCO LLC	$	11,500,000	REAL
DILLARDS TEXAS CENTRAL LLC	$	2,549,040	PERSONAL
DRIVER RE IRVING LLC	$	435,600	REAL
ESD DFW SOUTH 2011 LP	$	19,000,000	REAL
EX DALLAS LP	$	56,500,000	REAL
EX DALLAS LP	$	370,740	REAL

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY	
EX DALLAS LP	$	8,629,270	REAL	
GEP SILVERTON LLC	$	27,840,000	REAL	
GRANITE CIMARRON MEADOWS LLC	$	9,639,510	REAL	
GROUP 1 REALTY INC	$	3,500,000	REAL	
GROUP 1 REALTY INC	$	900,000	REAL	
GROUP 1 REALTY INC	$	309,360	REAL	
HKRK MGNT INC	$	3,200,000	REAL	
IFCAP EVERGREEN LP	$	57,300	REAL	80
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	57,300	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	70,600	REAL	
IFCAP EVERGREEN LP	$	70,600	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	57,300	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	70,600	REAL	
IFCAP EVERGREEN LP	$	57,300	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	57,300	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	70,600	REAL	
IFCAP EVERGREEN LP	$	70,600	REAL	
IFCAP EVERGREEN LP	$	57,300	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	57,300	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	62,200	REAL	
IFCAP EVERGREEN LP	$	70,600	REAL	
IFCAP EVERGREEN LP	$	70,600	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	
IFCAP EVERGREEN LP	$	90,400	REAL	

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY
IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
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IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
IFCAP EVERGREEN LP	$	90,400	REAL
IMT CAPITAL III LAKESIDE LOFTS LP	$	59,334,000	REAL
IRBY LANE ASSOCIATES LTD	$	21,000,000	REAL
IRVING BUS PROPERTIES LLC	$	2,250,000	REAL
IRVING PEBBLEBROOK LLC	$	3,850,000	REAL
ISA HOSPITALITY	$	1,950,000	REAL
JARS BRITTANY 169 LLC	$	11,050,000	REAL
JARS HEIGHTS 79 LLC	$	2,065,820	REAL
JARS HEIGHTS 79 LLC	$	3,443,040	REAL
JARS HEIGHTS 79 LLC	$	1,291,140	REAL
JBA PORTFOLIO LLC	$	5,107,730	REAL
KEVLIN JAMES M &	$	537,000	REAL
KHOSROW SADEGHIAN	$	112,170	REAL
KHOSROW SADEGHIAN	$	183,740	REAL
KHOSROW SADEGHIAN	$	1,370	REAL
KHOSROW SADEGHIAN	$	7,000	REAL
KHOSROW SADEGHIAN	$	23,700	REAL
KHOSROW SADEGHIAN	$	23,940	REAL
KHOSROW SADEGHIAN	$	1,020	REAL
KHOSROW SADEGHIAN	$	4,680	REAL
KHOSROW SADEGHIAN	$	105,740	REAL
KHOSROW SADEGHIAN	$	6,380	REAL
KHOSROW SADEGHIAN	$	6,380	REAL
KORE 125 JOHN CARPENTER LLC	$	71,500,000	REAL
LAKE WORTH HOTEL CORP	$	3,750,000	REAL
LAS COLINAS I HOLDCO LP	$	92,000,000	REAL
LAS COLINAS II HOLDCO LP	$	51,600,000	REAL
LAS COLINAS SURGERY	$	1,400,000	REAL
LBH LAS COLINAS PLAZA LLC	$	25,000,000	REAL
LEGACY REI GROUP SA LLC	$	11,762,190	REAL

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY
LEGACY REI GROUP SA LLC	$	4,237,810	REAL
LEGACY REI GROUP TF LLC	$	6,900,000	REAL
LEGACY REI GROUP TF LLC	$	2,898,000	REAL
LOONEY FAMILY 2014 TRUST THE	$	1,073,070	REAL
LOONEY FAMILY 2014 TRUST THE	$	2,217,330	REAL
LOOP HOTEL INC	$	850,000	REAL
LOWES HOME CENTERS INC	$	7,075,000	REAL
LPD REALTY LLC	$	16,150,000	REAL
LRF2 TOWNE NORTH	$	9,525,000	REAL
LRF2 TOWNE NORTH	$	4,575,000	REAL
M INDUSTRIAL PROPERTY	$	28,559,550	REAL
MAA ALLOY LLC	$	55,000,000	REAL
MAA TANC LLC	$	42,900,000	REAL
MACY'S RETAIL HOLDINGS INC	$	4,580,000	REAL
MALL GROUND PORTFOLIO LLC	$	39,950,000	REAL
MALL GROUND PORTFOLIO LLC	$	1,650,000	REAL
MALL GROUND PORTFOLIO LLC	$	4,850,000	REAL
MALL GROUND PORTFOLIO LLC	$	193,440	REAL
MALL GROUND PORTFOLIO LLC	$	1,301,420	REAL
MFO PPTIES LTD	$	1,602,700	REAL
MONTEGO BAY LLC	$	4,650,000	REAL
MPG TEXAS 1 LLC	$	12,376,000	REAL
NL ASSETS LANDEN DE LLC	$	13,200,000	REAL
NORTHGATE CAPRI LLC &	$	19,500,000	REAL
NORTHGATE CONSOLIDATED GROUP LLC	$	4,808,430	REAL
NORTHWEST PARK ASSOC	$	6,438,260	REAL
NORTHWEST PARK ASSOC	$	10,043,680	REAL
OAKWAY MANOR LLC	$	3,640,000	REAL
OAKWAY MANOR LLC	$	6,141,000	REAL
OCONNOR MINI WAREHOUSES	$	1,520,000	REAL
OMNINET FOXBOROUGH LP	$	10,920,000	REAL
OMNINET FOXBOROUGH LP	$	26,880,000	REAL
P LURA LLC	$	940,000	REAL
PARMA LAS COLINAS TOWERS LLC	$	4,752,000	REAL
PARMA LAS COLINAS TOWERS LLC	$	65,748,000	REAL
PARMA MANDALAY TOWER LLC	$	40,500,000	REAL
PARRISH MICHAEL R & ANGELA R	$	1,615,730	REAL
PBH VALLEY RIDGE LLC	$	48,000,000	REAL
PCPI UT OWNER	$	12,252,330	REAL
PCPI UT OWNER	$	137,747,670	REAL
PETCO ANIMAL SUPPLIES INC	$	323,800	REAL
PL LASCO OWNER LLC	$	77,000,000	REAL
POINT AT LAS COLINAS PROPERTIES LLC	$	73,455,000	REAL
POLO SANTIAGO	$	6,300,000	REAL
POST MONTORO LLC	$	31,000,000	REAL

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY
PROMENADE TX PARTNERS LLC	$	63,000,000	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	$	34,750,000	REAL
PS LPT PROPERTIES INVESTORS	$	3,117,360	REAL
PS TEXAS HOLDINGS II LTD	$	5,482,000	REAL
PS TEXAS HOLDINGS II LTD	$	5,774,350	REAL
RAIBLE PLACE APARTMENTS LLC	$	14,500,000	REAL
RAMSEY LUTHER H	$	1,526,560	REAL
RAMSEY LUTHER HAROLD	$	797,930	REAL
REGAL BUSINESS CENTER LLC	$	13,513,300	REAL
REGAL BUSINESS CENTER LLC	$	7,568,590	REAL
RESIDENCE AT SURROUND	$	33,000,000	REAL
ROCHELLE PLAZA RES LLC	$	13,865,000	REAL
ROSEMONT SUMMIT OPERATING LLC	$	60,875,000	REAL
RUSTIC RIDGE IRVING LP	$	19,800,000	REAL
SANDLIAN COLBY B &	$	3,000,000	REAL
SAVOY DALLAS HOTELS LLC	$	6,500,000	REAL
SFS PROPERTIES LLC	$	4,102,000	REAL
SGJGM FAMILY LP	$	130,000	REAL
STATE BANK OF TEXAS	$	1,275,000	REAL
SUN LIFE INSURANCE CO OF CANADA	$	36,620,270	REAL
SUNSET SPRINGS LP	$	17,520,410	REAL
SYMONDS STEPHAN M	$	1,541,930	REAL
TAURUS HOLDINGS LLC	$	1,015,670	REAL
TNP IRVING SQUARE DST	$	1,925,900	REAL
TP APARTMENTS LLC	$	6,498,990	REAL
TP APARTMENTS LLC	$	2,475,810	REAL
TR ATRUIM LP	$	15,500,000	REAL
TR ATRUIM LP	$	7,900,000	REAL
TSCA 222 LIMITED PS	$	5,200,000	REAL
TSCA 222 LIMITED PS	$	5,200,000	REAL
TUP CARPENTER COURT LP	$	12,750,000	REAL
VAT CROSSROADS LLC	$	19,000,000	REAL
VILLAGE ON WEST IRVING LLC	$	10,090,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	$	25,000,000	REAL
WALGREENS CO	$	1,424,820	REAL
WALGREENS CO	$	3,878,000	REAL
WALGREENS CO	$	2,374,270	REAL
WALNUT HILL TX PARTNERS LLC	$	62,250,000	REAL
WATER STREET OCONNOR LP	$	90,400,990	REAL
	$		
TOTAL	$	3,042,380,650	

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2022 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1031 NORTH STORY E 1 H LLC &	$ 4,400,000	$ 4,100,000	REAL
2010 KINWEST LLC	$ 6,175,000	$ 5,250,000	REAL
2325 STEMMONS HOTEL PTNRS LLC	$ 8,000,000	$ 7,750,000	REAL
33-RENAL CENTER OF NORTH DALLAS	$ 2,100,000	$ 2,025,000	REAL
3801 NORTH BELT LINE ROAD	$ 17,750,000	$ 16,500,000	REAL
4303 MARIPOSA DRIVE	$ 8,455,000	$ 7,800,000	REAL
4525 W PIONEER DR PROPERTY	$ 33,000,000	$ 27,000,000	REAL
850 LAKE CAROLYN PKWY APARTMENTS INC	$ 53,250,000	$ 50,500,000	REAL
89 H A S HOTEL CORP	$ 1,260,000	$ 1,150,000	REAL
ABF FREIGHT SYSTEMS INC	$ 7,000,000	$ 6,400,000	REAL
ABRAHAM ALVIN V	$ 2,987,630	$ 2,688,870	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER	$ 7,692,500	$ 6,870,000	REAL
ALC APARTMENTS LLC	$ 53,250,000	$ 51,000,000	REAL
ALESIO GARDEN &	$ 139,000,000	$ 116,608,000	REAL
ANGEL HOSPITALITY VIII LLC	$ 5,000,000	$ 4,900,000	REAL
ANGEL HOSPITALITY VIII LLC	$ 1,354,500	$ 1,173,900	REAL
ARMSTRONG GUADALUPE LP	$ 1,628,830	$ 1,628,830	REAL
BETTER INC	$ 2,750,000	$ 2,365,000	REAL
BHP INVESTMENTS CO	$ 3,800,000	$ 3,400,000	REAL
BLVD AL LP THE	$ 1,622,460	$ 1,547,000	REAL
BRE KNIGHT SH TX OWNER LLC	$ 4,105,500	$ 3,689,000	REAL
BRE KNIGHT SH TX OWNER LLC	$ 1,459,500	$ 1,311,000	REAL
BW ZANDER PARK LLC	$ 18,600,000	$ 15,600,000	REAL
CAD ASSETS LLC	$ 2,500,000	$ 2,200,000	REAL
CARMAX AUTO SUPERSTORES	$ 11,250,000	$ 8,474,630	REAL
CARMAX AUTO SUPERSTORES	$ 1,025,370	$ 1,025,370	REAL
CAROLYN PROPERTY OWNER LP	$ 67,181,400	$ 57,500,000	REAL
CEDAR CREST OF IRVING LLC	$ 2,500,000	$ 2,250,000	REAL
CHEP USA	$ 647,510	$ 647,510	PERSONAL
CHIPOTLE MEXICAN GRILL INC	$ 673,660	$ 650,000	REAL
CL II LLC	$ 4,800,000	$ 3,875,000	REAL
COLE CV RICHARDSON TX LLC	$ 1,847,480	$ 1,829,360	REAL
COLINAS RANCH APARTMENTS LLC	$ 17,750,000	$ 12,685,000	REAL
COLONY MULTIFAMILY 3321 LLC THE	$ 4,418,000	$ 3,833,510	REAL
COLONY MULTIFAMILY 3321 LLC THE	$ 1,530,050	$ 1,305,020	REAL
COLONY MULTIFAMILY 3321 LLC THE	$ 4,531,840	$ 3,915,070	REAL
COLONY MULTIFAMILY 3321 LLC THE	$ 6,420,110	$ 5,546,400	REAL
CREEKWOOD APTS LLC	$ 23,000,000	$ 20,750,000	REAL
CVS	$ 2,319,170	$ 2,007,900	REAL
CVS AS LESSEE	$ 2,002,440	$ 1,959,460	REAL
CVS AS LESSEE	$ 1,794,690	$ 1,754,850	REAL
DALLAS FT WORTH PARTNERS LLC	$ 1,949,000	$ 1,798,020	REAL
DALLAS FT WORTH PARTNERS LLC	$ 1,670,570	$ 1,541,160	REAL
DALLAS FT WORTH PARTNERS LLC	$ 3,480,430	$ 3,210,820	REAL
DEVA CORPORATION	$ 4,500,000	$ 4,125,000	REAL
DFW JOSEPH INVESTMENTS LLC	$ 14,059,720	$ 12,500,000	REAL
DFW TOWER VILLIAGE LP	$ 11,193,730	$ 10,571,860	REAL
DFW TOWER VILLIAGE LP	$ 15,806,280	$ 14,928,150	REAL

OWNERS NAME		DCAD VALUE		SETTLED VALUE	TYPE OF PROPERTY
DILLARDS PROPERTIES INC	$	5,000,000	$	4,750,000	REAL
DK CREST OWNER LLC	$	62,000,000	$	60,000,000	REAL
DOGWOOD PROPCO TX II LP	$	10,700,000	$	8,000,000	REAL
DP WPC TX LLC AND DP WPC TX	$	11,158,950	$	10,856,860	REAL
DP WPC TX LLC AND DP WPC TX	$	1,969,340	$	1,969,340	REAL
DP WPC TX LLC AND DP WPC TX	$	173,800	$	173,800	REAL
DRIVR RE IRVING LLC	$	6,100,000	$	5,800,000	REAL
EAGLE CREST BORROWER LLC	$	29,540,180	$	26,696,430	REAL
EAGLE CREST BORROWER LLC	$	21,359,820	$	19,303,570	REAL
EL PRIMERO EXPRESS LP	$	3,675,000	$	3,400,000	REAL
EMERALD POINT APARTMENT	$	5,770	$	5,770	REAL
EMERALD POINT APARTMENT	$	6,894,230	$	6,194,230	REAL
ESTRADA LUXURY APARTMENTS LLC	$	27,000,000	$	23,500,000	REAL
ESTRADA REVO LLC &	$	24,950,000	$	22,350,000	REAL
GL MARBLETREE LLC	$	31,200,000	$	27,331,200	REAL
GL MARBLETREE LLC	$	10,400,000	$	9,110,400	REAL
GOLDEN RAM LLC	$	155,560	$	155,560	REAL
GOLDEN RAM LLC	$	901,740	$	901,740	REAL
GOLDEN RAM LLC	$	167,260	$	167,260	REAL
GOLDEN RAM LLC	$	427,430	$	370,150	REAL
GOLDEN RAM LLC	$	1,666,310	$	1,443,010	REAL
GOLDEN RAM LLC	$	220,380	$	190,850	REAL
GOLDEN RAM LLC	$	208,810	$	180,830	REAL
GOLDEN RAM LLC	$	204,160	$	176,800	REAL
GOLDEN RAM LLC	$	160,460	$	138,960	REAL
GOLDEN RAM LLC	$	151,680	$	131,350	REAL
GOLDEN RAM LLC	$	1,302,550	$	1,127,990	REAL
GOLDEN RAM LLC	$	402,530	$	348,590	REAL
GOLDEN RAM LLC	$	374,670	$	324,460	REAL
GOLDEN RAM LLC	$	106,770	$	92,450	REAL
GOLDEN RAM LLC	$	1,979,280	$	1,800,000	REAL
H&B DEVELOPMENT AND	$	787,500	$	725,000	REAL
HCD DALLAS CORPORATION	$	800,000	$	800,000	REAL
HCD DALLAS CORPORATION	$	30,100,000	$	29,200,000	REAL
HAMPTON PLEASANT RUN JV	$	1,925,500	$	1,800,000	REAL
HILLTOPPER APARTMENTS IRVING LLC	$	6,340,370	$	5,000,000	REAL
HOME DEPOT USA	$	5,425,000	$	5,200,000	REAL
HS GARDEN PLAZA LLC	$	6,950,000	$	6,150,000	REAL
INTREPID HOLDINGS LLC	$	3,675,000	$	3,400,000	REAL
IRIS ASSOCIATES LP	$	10,687,500	$	10,125,000	REAL
IRIS ASSOCIATES LP	$	27,312,500	$	25,875,000	REAL
IRVING 4600 WEST PIONEER	$	41,500,000	$	32,698,000	REAL
IRVING APARTMENTS 2017 LLC	$	3,417,000	$	3,100,000	REAL
IRVING APARTMENTS 2017 LLC	$	1,500,000	$	1,250,000	REAL
IRVING APARTMENTS 2017 LLC	$	1,575,000	$	1,350,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	$	3,650,000	$	3,042,800	REAL
IRVING BRITAIN WAY APARTMENTS LP	$	7,300,000	$	6,085,610	REAL
IRVING LODGING LLC	$	6,250,000	$	5,800,000	REAL
IRVING MOB III	$	10,500,000	$	9,800,000	REAL
JAHCO FAIR OAKS LP	$	7,490,000	$	6,950,000	REAL
JDFW LLC	$	56,000,000	$	52,000,000	REAL
JDFW II LLC	$	78,000,000	$	72,500,000	REAL

OWNERS NAME		DCAD VALUE		SETTLED VALUE	TYPE OF PROPERTY
JORDAN KATZ AVALON LLC	$	28,800,000	$	26,500,000	REAL
KARAN ASSOCIATES TWO	$	1,520,000	$	1,337,390	REAL
KARAN ASSOCIATES TWO	$	1,435,000	$	1,262,610	REAL
KROGER TEXAS LP	$	11,680,630	$	10,971,000	REAL
KROGER TEXAS LP	$	927,080	$	927,080	REAL
KROGER TEXAS LP	$	3,978,130	$	3,978,130	REAL
KROGER TEXAS LP	$	1,502,570	$	1,502,570	REAL
KROGER TEXAS LP	$	1,738,070	$	1,738,070	REAL
LADERA RANCH LLC	$	26,250,000	$	24,500,000	REAL
LAKERIDGE REALTY LP	$	310,140	$	310,140	REAL
LAKERIDGE REALTY LP	$	9,265,000	$	8,800,000	REAL
LAKERIDGE REALTY LP	$	8,089,860	$	7,600,000	REAL
LAS COLINAS INDUSTRIAL LLC	$	2,630,800	$	2,216,750	REAL
LION TRINITY LLC	$	55,550,000	$	51,000,000	REAL
LOWEN RAIFORD LP	$	8,800,000	$	8,300,000	REAL
LOWEN RAIFORD LP	$	197,830	$	197,830	REAL
MACARTHUR PLACE	$	21,000,000	$	18,876,920	REAL
MACARTHUR PLACE	$	24,500,000	$	22,023,080	REAL
MACY'S RETAIL HOLDINGS INC	$	2,467,320	$	2,399,100	PERSONAL
MARABELLA APARTMENTS II	$	29,551,810	$	27,968,680	REAL
MARABELLA APARTMENTS II	$	26,448,190	$	25,031,320	REAL
MEADOW CREEK RANCH MHC LLC	$	3,115,880	$	2,578,950	REAL
MEADOW CREEK RANCH MHC LLC	$	6,227,770	$	4,421,050	REAL
MESTEK LTD	$	3,130,040	$	2,781,230	REAL
MESTEK LTD	$	2,233,460	$	1,984,560	REAL
MESTEK LTD	$	1,389,000	$	1,234,210	REAL
MM COURTYARDS LLC	$	19,050,000	$	16,500,000	REAL
NEPTUNE VENTURES LLC	$	279,880	$	265,890	REAL
NEPTUNE VENTURES LLC	$	252,340	$	239,720	REAL
NEPTUNE VENTURES LLC	$	300,000	$	285,000	REAL
NEPTUNE VENTURES LLC	$	215,000	$	204,250	REAL
NEPTUNE VENTURES LLC	$	211,000	$	200,450	REAL
NEPTUNE VENTURES LLC	$	215,000	$	204,250	REAL
NEPTUNE VENTURES LLC	$	233,920	$	222,220	REAL
NEPTUNE VENTURES LLC	$	272,670	$	259,040	REAL
NEPTUNE VENTURES LLC	$	225,000	$	213,750	REAL
NEPTUNE VENTURES LLC	$	216,190	$	205,380	REAL
NEPTUNE VENTURES LLC	$	257,270	$	244,410	REAL
NEPTUNE VENTURES LLC	$	240,000	$	228,000	REAL
NEPTUNE VENTURES LLC	$	240,000	$	228,000	REAL
NEWPORT APARTMENTS PROPERY OWNER	$	27,950,000	$	21,500,000	REAL
NL ASSETS LANDEN DE LLC	$	13,200,000	$	13,200,000	REAL
PAR CAPITAL 122 WEST LLC	$	26,700,000	$	25,600,000	REAL
PBH VALLEY CREEK LLC	$	45,250,000	$	43,000,000	REAL
PERFECT & COMFORT LIVING LLC	$	4,000,000	$	3,200,000	REAL
PERFECT AND MODERN TEAM LLC	$	2,925,000	$	2,750,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY	$	62,250,000	$	54,733,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	$	83,900,000	$	77,156,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	$	66,125,000	$	61,000,000	REAL
PROPERTY RESERVE INC	$	64,722,820	$	62,300,000	REAL
RANDALLS FOOD & DRUG LP	$	5,750,000	$	4,901,710	REAL
RAYO LLC	$	5,475,000	$	5,000,000	REAL

OWNERS NAME		DCAD VALUE		SETTLED VALUE	TYPE OF PROPERTY
RAYO LLC	$	5,475,000	$	5,000,000	REAL
RESIDENCES NORTHGATE LLC	$	40,700,000	$	28,500,000	REAL
RICKY HOSPITALITY LLC	$	1,650,000	$	1,550,000	REAL
ROADWAY EXPRESS	$	7,224,530	$	5,385,000	REAL
ROCHELLE PLACE LP	$	9,500,000	$	8,550,000	REAL
RYDER TRUCK RENTAL INC	$	2,440,720	$	2,440,720	REAL
SEDONA PARK APARTMENTS LLC	$	29,500,000	$	24,900,000	REAL
SHIRLEY ENTERPRISES LLC	$	1,870,740	$	1,683,650	REAL
SL1000 RRH SPE LLC &	$	16,560,000	$	14,500,000	REAL
SPANISH CHASE LLC	$	7,286,930	$	6,250,000	REAL
SPANISH HAVEN REDEVELOPMENT	$	10,500,000	$	8,900,000	REAL
SPRINT UNITED MGMT CO	$	13,800,000	$	12,250,000	REAL
STARCREST TEXAS PPTIES	$	6,100,000	$	5,450,000	REAL
TARGET CORP	$	5,715,000	$	5,523,470	REAL
TEXAS FLORIDA CEDARS LP	$	10,500,000	$	9,575,980	REAL
TEXAS PARK MANOR LP	$	10,315,000	$	9,285,000	REAL
TEXAS SFI PARTNERSHIP 37 LTD	$	37,000,000	$	35,100,000	REAL
TMIF II BRIDGEPORT LP	$	29,254,330	$	26,700,000	REAL
TOYOTA OF IRVING LTD	$	530,740	$	422,000	REAL
TOYOTA OF IRVING LTD	$	13,294,900	$	10,255,000	REAL
TOYOTA OF IRVING LTD	$	630,000	$	623,000	REAL
TX 2800 VALLEY VIEW LN DEL LLC	$	21,701,510	$	19,250,000	REAL
UNITED RENTALS	$	5,515,920	$	4,500,000	REAL
VELAZQUEZ CELIA &	$	1,881,520	$	1,250,000	REAL
WALMART REAL ESTATE	$	10,967,000	$	10,967,000	REAL
WESTDALE BROOKSTONE TERRACE LP	$	16,098,640	$	16,098,640	REAL
WESTDALE BROOKSTONE TERRACE LP	$	21,250,000	$	18,880,000	REAL
WESTDALE LAKERIDGE	$	18,675,000	$	16,640,000	REAL
WESTDALE POLARIS PARTNERS	$	5,750,000	$	5,500,000	REAL
WESTDALE POLARIS PARTNERS	$	16,405,890	$	14,960,000	REAL
WESTDALE PPTIES AMERICA I	$	19,000,000	$	17,920,000	REAL
WESTDALE WOODMEADE LTD	$	28,000,000	$	25,800,000	REAL
WESTGATE MULTIFAMILY LLC	$	29,786,110	$	25,786,000	REAL
WESTGATE MULTIFAMILY LLC	$	12,938,340	$	11,201,000	REAL
WESTGATE MULTIFAMILY LLC	$	5,677,980	$	4,915,000	REAL
WESTGATE MULTIFAMILY LLC	$	5,212,570	$	4,512,000	REAL
WOODCHASE & CLARENDON	$	17,323,310	$	13,353,000	REAL
WOODCHASE & CLARENDON	$	6,676,690	$	5,147,000	REAL
WOODSHIRE MHC LLC	$	6,581,230	$	4,992,000	REAL
WOODSHIRE MHC LLC	$	6,473,550	$	4,992,000	REAL
WOODSHIRE MHC LLC	$	2,952,800	$	2,236,000	REAL
WOODWIND LAND LLC	$	7,000,000	$	5,502,000	REAL
WOODWIND LAND LLC	$	400,000	$	400,000	REAL
WWC LXXI LP	$	26,444,620	$	23,800,000	REAL
WWC XLII LP	$	29,875,000	$	27,750,000	REAL
WWC XLII LP	$	29,875,000	$	27,750,000	REAL
WWC XLV LP	$	80,000	$	80,000	REAL
WWC XLV LP	$	67,900,000	$	63,420,000	REAL
TOTAL	$	2,558,719,660	$	2,296,710,900	

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2021 ACTIVE LAWSUITS

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY
1000 EAST AIRPORT FREEWAY LLC	$	9,752,100	REAL
4409 MONTROSE LTD	$	17,600,000	REAL
CLAY COOLEY REAL ESTATE	$	4,336,180	REAL
CLAY COOLEY REAL ESTATE	$	8,280,400	REAL
CLAY COOLEY REAL ESTATE	$	8,593,750	REAL
COP ENTERPRISES	$	200,830	REAL
COP ENTERPRISES	$	99,280	REAL
COP ENTERPRISES	$	99,280	REAL
COP ENTERPRISES	$	89,380	REAL
COP ENTERPRISES	$	99,280	REAL
DFW RESORTS LLC	$	6,100,000	REAL
FIRST FLEET MASTER TITLING TRUST	$	1,676,050	PERSONAL
LAKE WORTH HOTEL CORP	$	3,650,000	REAL
MALL GROUND PORTFOLIO LLC	$	38,155,140	REAL
MALL GROUND PORTFOLIO LLC	$	1,650,000	REAL
MALL GROUND PORTFOLIO LLC	$	4,700,000	REAL
MALL GROUND PORTFOLIO LLC	$	193,440	REAL
MALL GROUND PORTFOLIO LLC	$	1,301,420	REAL
PARMA LAS COLINAS TOWERS LLC	$	61,167,000	REAL
PARMA LAS COLINAS TOWERS LLC	$	4,048,000	REAL
PROGRESS RESIDENTIAL	$	168,600	REAL
PROGRESS RESIDENTIAL	$	170,510	REAL
WALGREENS CO AS OWNER	$	2,293,980	REAL
WALGREENS CO AS OWNER	$	1,376,640	REAL
WALGREENS CO AS OWNER	$	2,351,530	REAL
TOTAL	$	178,152,790	

2021 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	$ 18,750,000	$ 16,500,000	REAL
14800 LANDMARK LLC	$ 10,662,790	$ 9,250,000	REAL
2325 STEMMONS HOTEL PTNRS LLC	$ 7,500,000	$ 7,500,000	REAL
250 290 B&C LLC	$ 32,980,000	$ 32,000,000	REAL
250 290 B&C LLC	$ 16,478,860	$ 16,100,000	REAL
250 290 B&C LLC	$ 18,540,360	$ 17,700,000	REAL
2929 PARK GROVE VNTRE LTD	$ 14,336,450	$ 13,518,600	REAL
2929 PARK GROVE VNTRE LTD	$ 1,003,550	$ 946,300	REAL
2ML REAL ESTATE INTEREST INC	$ 1,390,000	$ 1,300,000	REAL
4303 MARIPOSA DRIVE LLC	$ 7,480,000	$ 7,100,000	REAL
89 H A S HOTEL CORP	$ 950,000	$ 800,000	REAL
ABF FREIGHT SYSTEM INC	$ 8,302,500	$ 6,000,000	REAL
ADDISON HOTELS LP	$ 4,257,250	$ 3,900,000	REAL
ADDISON STONE LLC	$ 1,408,150	$ 1,000,000	REAL
AGAS VENTURES	$ 148,200	$ 139,000	REAL
AGAS VENTURES	$ 136,980	$ 123,000	REAL
AGAS VENTURES	$ 145,280	$ 136,000	REAL
AGAS VENTURES	$ 156,980	$ 156,980	REAL
AGAS VENTURES	$ 170,630	$ 155,000	REAL
AGAS VENTURES	$ 164,780	$ 152,000	REAL
AGAS VENTURES	$ 189,640	$ 175,000	REAL
AGAS VENTURES	$ 139,290	$ 139,290	REAL
AGAS VENTURES	$ 123,890	$ 123,890	REAL
AGAS VENTURES	$ 170,670	$ 170,670	REAL
AGAS VENTURES	$ 126,750	$ 126,600	REAL
AGAS VENTURES	$ 200,780	$ 160,000	REAL
AGAS VENTURES	$ 175,500	$ 175,500	REAL
AGAS VENTURES	$ 152,100	$ 144,500	REAL
AGAS VENTURES	$ 136,500	$ 129,680	REAL
AGAS VENTURES	$ 120,900	$ 121,370	REAL
AGAS VENTURES	$ 100,000	$ 100,000	REAL
AGAVE APARTMENTS LLC	$ 8,000,000	$ 7,500,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	$ 102,417,090	$ 92,633,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	$ 58,659,010	$ 53,055,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	$ 8,620,610	$ 7,804,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	$ 58,303,290	$ 52,733,000	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	$ 6,700,000	$ 6,000,000	REAL
ALC APARTMENTS LLC	$ 48,750,000	$ 48,500,000	REAL
ALESIO GARDEN &	$ 104,420,000	$ 96,000,000	REAL
ANGEL HOSPITALITY VIII LLC	$ 4,440,000	$ 4,246,000	REAL
ANGEL HOSPITALITY VIII LLC	$ 1,083,600	$ 1,083,600	REAL
AREA/EY WFT LLC	$ 8,600,000	$ 8,000,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	$ 51,860	$ 51,860	REAL
ASBURY AUTOMOTIVE TEXAS LLC	$ 2,025,000	$ 1,800,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	$ 3,324,000	$ 3,000,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	$ 4,900,000	$ 4,500,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	$ 2,500,000	$ 2,100,000	REAL

ASHER PARK IRVING LP	$	21,750,000	$	18,486,000	REAL
BELL STACY GREETHUM TRUST THE	$	870,000	$	749,230	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	$	2,940,000	$	2,785,500	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	$	695,000	$	660,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	$	7,615,000	$	6,354,500	REAL
BELTLINE & GRANDE LTD	$	11,000,000	$	10,500,000	REAL
BETTER INC	$	2,300,000	$	2,150,000	REAL
BHP INVESTMENTS CO	$	2,300,000	$	2,000,000	REAL
BLVD AL LP THE	$	1,437,890	$	1,397,460	REAL
BRE KNIGHT SH TX OWNER LLC	$	3,910,000	$	3,541,750	REAL
BRE KNIGHT SH TX OWNER LLC	$	1,390,000	$	1,258,250	REAL
BREIT INDUSTRIAL CANYON TX	$	115,390	$	115,390	REAL
BREIT INDUSTRIAL CANYON TX	$	10,018,430	$	7,000,000	REAL
BUDHWANI & VIRANI INC	$	2,025,000	$	1,900,000	REAL
CARE INN	$	15,300,000	$	13,775,000	REAL
CAROLYN PROPERTY OWNER LP	$	57,720,000	$	54,300,000	REAL
CASTLE CROWN PROPERTIES	$	4,750,000	$	4,200,000	REAL
CEDAR CREST OF IRVING LLC	$	1,600,000	$	1,600,000	REAL
CENTRALAND GROUP LTD	$	4,186,480	$	4,186,480	REAL
CFT NV DEVELOPMENTS LLC	$	815,000	$	730,000	REAL
CHALET APARTMENTS LLC	$	21,434,000	$	20,000,000	REAL
CHATHEAU AT WILDBRIAR LP	$	14,000,000	$	11,000,000	REAL
CNC SPC LP	$	11,417,240	$	11,417,240	REAL
CNC SPC LP	$	5,782,760	$	5,782,760	REAL
COLINAS RANCH APARTMENTS	$	13,598,880	$	10,500,000	REAL
COLUMBIA PROPERTIES	$	25,000,000	$	20,950,000	REAL
COTTONWOOD LANE PROPERTIES LLC	$	7,665,000	$	7,200,000	REAL
CP II CRESTVIEW LP	$	35,200,000	$	32,700,000	REAL
CRAWFORD ELECTRIC SUPPLY LTD	$	510,870	$	459,780	PERSONAL
CRESTVIEW STONEHILL LLC	$	19,000,000	$	18,000,000	REAL
CROSS COURT TEXAS LLC	$	1,122,000	$	1,000,000	REAL
CROSSINGSATIRVING RUBY	$	13,450,000	$	12,750,000	REAL
CROWN ENTERPRISES INC	$	5,946,820	$	4,500,000	REAL
CVS	$	1,785,000	$	1,767,500	REAL
CVS	$	1,734,000	$	1,715,000	REAL
CVS AS LESSEE	$	2,240,740	$	1,940,000	REAL
CVS AS LESSEE	$	1,973,410	$	1,893,200	REAL
D L PETERSON TRUST I	$	4,517,150	$	4,200,950	PERSONAL
DALLAS METRO APARTMENTS LLC	$	3,800,000	$	3,450,000	REAL
DELUJO EL MOROCCO LLC	$	9,345,000	$	8,625,000	REAL
DENNIS D TOPLETZ	$	152,950	$	152,950	REAL
DENNIS D TOPLETZ	$	130,330	$	130,330	REAL
DENNIS D TOPLETZ	$	638,060	$	638,060	REAL
DENNIS D TOPLETZ	$	616,930	$	616,930	REAL
DENNIS D TOPLETZ	$	442,410	$	442,410	REAL
DENNIS D TOPLETZ	$	205,000	$	205,000	REAL
DENNIS D TOPLETZ	$	205,290	$	205,290	REAL
DENNIS D TOPLETZ	$	183,380	$	183,380	REAL
DENNIS D TOPLETZ	$	197,640	$	197,640	REAL
DENNIS D TOPLETZ	$	166,400	$	166,400	REAL
DENNIS D TOPLETZ	$	177,240	$	177,240	REAL
DENNIS D TOPLETZ	$	223,150	$	223,150	REAL
DENNIS D TOPLETZ	$	177,060	$	177,060	REAL

DENNIS D TOPLETZ	$	398,370	$	398,370	REAL
DENNIS D TOPLETZ	$	145,000	$	145,000	REAL
DENNIS D TOPLETZ	$	176,120	$	176,120	REAL
DENNIS D TOPLETZ	$	238,730	$	238,730	REAL
DENNIS D TOPLETZ	$	170,010	$	170,010	REAL
DENNIS D TOPLETZ	$	185,310	$	185,310	REAL
DENNIS D TOPLETZ	$	182,010	$	182,010	REAL
DENNIS D TOPLETZ	$	190,650	$	190,650	REAL
DENNIS D TOPLETZ	$	171,000	$	171,000	REAL
DENNIS D TOPLETZ	$	181,630	$	181,630	REAL
DENNIS D TOPLETZ	$	195,380	$	195,380	REAL
DENNIS D TOPLETZ	$	166,050	$	166,050	REAL
DENNIS D TOPLETZ	$	161,140	$	161,140	REAL
DENNIS D TOPLETZ	$	153,050	$	153,050	REAL
DENNIS D TOPLETZ	$	181,630	$	181,630	REAL
DENNIS D TOPLETZ	$	173,820	$	173,820	REAL
DENNIS D TOPLETZ	$	177,970	$	177,970	REAL
DENNIS D TOPLETZ	$	174,430	$	174,430	REAL
DENNIS D TOPLETZ	$	200,580	$	200,580	REAL
DENNIS D TOPLETZ	$	196,560	$	196,560	REAL
DENNIS D TOPLETZ	$	203,630	$	203,630	REAL
DENNIS D TOPLETZ	$	1,087,140	$	1,087,140	REAL
DENNIS D TOPLETZ	$	457,970	$	457,970	REAL
DEVA CORPORATION	$	4,050,000	$	3,766,000	REAL
DFW JOSEPH INVESTMENTS LLC	$	11,160,000	$	10,000,000	REAL
DK CREST OWNER LLC	$	57,510,000	$	56,000,000	REAL
DRIVER RE IRVING LLC	$	5,785,570	$	5,400,000	REAL
DSJR LLC	$	5,318,000	$	4,638,000	REAL
EAGLE CREST BORROWER LLC	$	25,878,450	$	23,765,630	REAL
EAGLE CREST BORROWER LLC	$	18,712,110	$	17,184,370	REAL
EBEX IRVING APARTMENTS LLC	$	12,250,000	$	11,875,000	REAL
EL PRIMERO EXPRESS LP	$	3,375,000	$	3,200,000	REAL
ELEMENT FLEET CORPORATION	$	369,610		332,650	PERSONAL
ESTRADA REVO LLC &	$	20,100,000	$	18,800,000	REAL
EX DALLAS LP	$	45,500,000	$	43,329,260	REAL
EX DALLAS LP	$	7,629,260	$	7,300,000	REAL
EX DALLAS LP	$	370,740	$	370,740	REAL
FPG THE POINT LP	$	50,800,000	$	50,000,000	REAL
FREO TEXAS LLC	$	237,080	$	237,080	REAL
FREO TEXAS LLC	$	201,510	$	184,900	REAL
FREO TEXAS LLC	$	174,750	$	174,750	REAL
FREO TEXAS LLC	$	147,590	$	147,590	REAL
FREO TEXAS LLC	$	205,860	$	205,860	REAL
GARDEN INVESTORS PROPERTIES	$	5,273,440	$	4,726,550	REAL
GARDEN INVESTORS PROPERTIES	$	8,226,560	$	7,373,450	REAL
GELCO FLEET TRUST	$	4,090,320	$	3,804,000	PERSONAL
GEP SILVERTON LLC	$	22,000,000	$	20,700,000	REAL
GEP VANDERBILT LLC	$	12,856,000	$	11,600,000	REAL
GROUP 1 REALTY INC	$	765,640	$	689,080	REAL
GROUP 1 REALTY INC	$	309,360	$	278,420	REAL
GROUP 1 REALTY INC	$	167,210	$	150,490	REAL
GROUP 1 REALTY INC	$	600,000	$	540,000	REAL
GROUP 1 REALTY INC	$	3,000,000	$	2,800,000	REAL

HAMPTON/AIRPORT FREEWAY JOINT	$	1,850,000	$	1,500,000	REAL
HCD DALLAS CORPORATION	$	800,000	$	800,000	REAL
HCD DALLAS CORPORATION	$	30,150,000	$	25,700,000	REAL
HCD DALLAS CORPORATION	$	800,000	$	800,000	REAL
HCD DALLAS CORPORATION	$	30,150,000	$	30,150,000	REAL
HD DEVELOPMENT PROPERTIES	$	5,248,640	$	5,098,670	REAL
HERTZ CORP	$	13,113,420	$	3,495,160	PERSONAL
HKRK MGNT INC	$	2,275,000	$	2,000,000	REAL
IMT CAPITAL III LAKESHORE LOFTS LP	$	53,500,000	$	52,200,000	REAL
IMV GROUP LLC	$	155,560	$	132,430	REAL
IMV GROUP LLC	$	901,740	$	767,690	REAL
IMV GROUP LLC	$	167,260	$	142,390	REAL
IMV GROUP LLC	$	1,429,530	$	1,217,010	REAL
IMV GROUP LLC	$	189,600	$	161,410	REAL
IMV GROUP LLC	$	179,650	$	152,940	REAL
IMV GROUP LLC	$	175,650	$	149,540	REAL
IMV GROUP LLC	$	138,050	$	117,530	REAL
IMV GROUP LLC	$	130,490	$	111,090	REAL
IMV GROUP LLC	$	1,111,510	$	946,270	REAL
IMV GROUP LLC	$	351,290	$	299,070	REAL
IMV GROUP LLC	$	322,350	$	274,430	REAL
IMV GROUP LLC	$	91,860	$	78,200	REAL
INTERGERMAN SUMMER GATE LP	$	13,650,000	$	12,700,000	REAL
INTREPID HOLDINGS	$	3,586,730	$	3,200,000	REAL
IRIS ASSOCIATES LP	$	8,156,250	$	7,593,750	REAL
IRIS ASSOCIATES LP	$	20,843,750	$	19,406,250	REAL
IRVING 4600 WEST PIONEER	$	34,272,000	$	29,725,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	$	2,324,000	$	2,203,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	$	4,480,000	$	4,247,000	REAL
IRVING BUS PROPERTIES LLC	$	2,300,000	$	1,865,720	REAL
IRVING LODGING LLC	$	5,500,000	$	5,000,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	$	2,100,000	$	1,726,570	REAL
ISA HOSPITALITY INC	$	1,995,000	$	1,700,000	REAL
JAHCO FAIR OAKS LP	$	7,050,000	$	6,345,000	REAL
JARS HEIGHTS 79 LLC	$	2,720,000	$	2,582,280	REAL
JARS HEIGHTS 79 LLC	$	1,020,000	$	968,350	REAL
JARS HEIGHTS 79 LLC	$	1,632,000	$	1,549,370	REAL
JASAN LLC	$	3,200,230	$	2,825,000	REAL
JDFW LLC	$	52,000,000	$	47,000,000	REAL
JDFW II LLC	$	71,000,000	$	64,800,000	REAL
KIMBERLY CLARK CORP	$	9,000,000	$	8,775,000	REAL
KROGER TEXAS LP	$	10,600,000	$	10,600,000	REAL
LADERA RANCH LLC	$	21,500,000	$	21,000,000	REAL
LAKERIDGE REALTY LP	$	310,140	$	310,140	REAL
LAKERIDGE REALTY LP	$	9,052,500	$	8,000,000	REAL
LAKERIDGE REALTY LP	$	7,639,860	$	7,100,000	REAL
LAS COLINAS I HOLDCO LP	$	83,950,000	$	80,000,000	REAL
LAS COLINAS II HOLDCO LP	$	46,300,000	$	45,425,000	REAL
LAS COLINAS SURGERY	$	1,600,000	$	1,400,000	REAL
LEGACY REI GROUP SA LLC	$	8,972,740	$	8,543,270	REAL
LEGACY REI GROUP SA LLC	$	3,232,820	$	2,956,730	REAL
LEGACY REI GROUP SP LLC	$	17,933,000	$	17,600,000	REAL
LEGACY REI GROUP VF LLC	$	10,898,000	$	9,800,000	REAL

LOWEN TRINITY MILLS	$	197,830	$	197,830	REAL
LOWEN TRINITY MILLS	$	7,715,780	$	7,350,000	REAL
LPD REALTY LLC	$	12,300,000	$	11,250,000	REAL
MAA ALLOY LLC	$	47,500,000	$	44,500,000	REAL
MAA TANC LLC	$	37,800,000	$	36,800,000	REAL
MAAHIYAA HOTEL LLC	$	4,000,000	$	3,650,000	REAL
MACARTHUR PLACE BORROWER LLC	$	17,538,460	$	15,923,080	REAL
MACARTHUR PLACE BORROWER LLC	$	20,461,540	$	18,576,920	REAL
MACY'S RETAIL HOLDINGS	$	4,410,970	$	4,000,000	REAL
MACY'S RETAIL HOLDINGS LLC	$	2,822,470	$	2,399,100	PERSONAL
MARABELLA APARTMENTS LP	$	26,253,610	$	25,594,000	REAL
MARABELLA APARTMENTS LP	$	23,496,390	$	22,906,000	REAL
MEDIEVAL TIMES	$	1,627,000	$	1,627,000	PERSONAL
MERRICK BUSINESS PARK LLC	$	4,423,500	$	3,395,020	REAL
MERRICK BUSINESS PARK LLC	$	1,434,100	$	1,193,010	REAL
METROPLEX PLAZA LP	$	3,752,500	$	3,184,960	REAL
METROPLEX PLAZA LP	$	2,362,500	$	1,988,140	REAL
METROPLEX PLAZA LP	$	4,635,000	$	3,826,900	REAL
MNSF II ACQUISITIONS LLC	$	165,910	$	165,910	REAL
MNSF II ACQUISITIONS LLC	$	195,020	$	195,020	REAL
MNSF II ACQUISITIONS LLC	$	222,430	$	222,430	REAL
MNSF II ACQUISITIONS LLC	$	227,990	$	190,970	REAL
MNSF II ACQUISITIONS LLC	$	203,000	$	203,000	REAL
MPG TEXAS 1 LLC	$	9,520,000	$	9,000,000	REAL
NEPTUNE VENTURES LLC	$	280,000	$	280,000	REAL
NEPTUNE VENTURES LLC	$	196,600	$	184,480	REAL
NEPTUNE VENTURES LLC	$	251,650	$	236,140	REAL
NEPTUNE VENTURES LLC	$	192,210	$	180,370	REAL
NEPTUNE VENTURES LLC	$	254,930	$	239,220	REAL
NEPTUNE VENTURES LLC	$	181,930	$	170,720	REAL
NEPTUNE VENTURES LLC	$	179,000	$	167,970	REAL
NEPTUNE VENTURES LLC	$	202,050	$	189,600	REAL
NEPTUNE VENTURES LLC	$	258,990	$	243,030	REAL
NEPTUNE VENTURES LLC	$	226,530	$	212,940	REAL
NEPTUNE VENTURES LLC	$	194,150	$	182,190	REAL
NEPTUNE VENTURES LLC	$	217,730	$	204,310	REAL
NEPTUNE VENTURES LLC	$	204,080	$	191,500	REAL
NEPTUNE VENTURES LLC	$	200,940	$	192,530	REAL
NEWPORT APARTMENTS PROPERY OWNER	$	24,147,200	$	21,000,000	REAL
NORTHGATE CARI LLC &	$	16,500,000	$	16,000,000	REAL
OMNINET FOXBOROUGH LP	$	9,349,910	$	8,248,000	REAL
OMNINET FOXBOROUGH LP	$	23,015,170	$	20,302,000	REAL
PACIFIC PLATINUM TRUST	$	555,310	$	520,000	REAL
PAR CAPITAL 122 WEST LLC	$	27,882,000	$	25,100,000	REAL
PARMA MANDALAY TOWER LLC	$	38,000,000	$	35,900,000	REAL
PARRISH HARE ELECTRIC SUPPLY CORP	$	15,469,580	$	13,382,690	PERSONAL
PATEL RAMAN	$	1,450,000	$	1,340,000	REAL
PCPI UT OWNER LP AND TERRA FUNDING URBAN TC	$	12,252,330	$	12,252,330	REAL
PCPI UT OWNER LP AND TERRA FUNDING URBAN TC	$	151,682,670	$	123,247,670	REAL
PECAN VILLAGE APARTMENTS	$	1,477,510	$	1,392,860	REAL
PECAN VILLAGE APARTMENTS	$	1,704,820	$	1,607,140	REAL
PERFECT & COMFORT LIVING LLC	$	3,200,000	$	2,900,000	REAL
PERFECT AND MODERN TEAM LLC	$	2,332,000	$	2,200,000	REAL

POLO SANTIAGO	$	4,600,000	$	4,140,000	REAL
POST MONTORO LLC	$	26,259,000	$	25,000,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	$	51,832,000	$	48,375,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	$	73,775,000	$	69,191,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	$	61,500,000	$	59,000,000	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	$	31,000,000	$	24,250,000	REAL
RACETRAC PETROLEUM INC	$	563,900	$	301,100	REAL
RACETRAC PETROLEUM INC	$	429,820	$	331,760	PERSONAL
RACETRAC PETROLEUM INC	$	1,750,000	$	1,718,000	REAL
RACETRAC PETROLEUM INC	$	2,315,310	$	2,100,000	REAL
RACETRAC PETROLEUM INC	$	457,820	$	457,820	REAL
RACETRAC PETROLEUM INC	$	382,310	$	382,310	REAL
RAMSEY LUTHER H	$	1,490,700	$	1,200,000	REAL
RANDALLS FOOD & DRUG LP	$	4,758,940	$	4,758,940	REAL
RAVEN SURROUND LLC	$	26,500,000	$	25,600,000	REAL
RAYO LLC	$	4,800,000	$	3,750,000	REAL
RAYO LLC	$	4,897,600	$	3,750,000	REAL
RESIDENCES NORTHGATE LLC	$	28,233,600	$	22,691,000	REAL
ROCHELLE PLACE L P	$	7,500,000	$	7,000,000	REAL
ROCHELLE PLAZA ASSOCIATES	$	9,500,000	$	8,475,000	REAL
ROSEMONT SUMMIT OPERATING LLC	$	56,250,000	$	54,500,000	REAL
RUSTIC RIDGE IRVING LP	$	15,000,000	$	13,800,000	REAL
RYDER TRUCK RENTAL INC	$	2,440,720	$	2,153,310	PERSONAL
SANDLIAN COLBY B & G B REV TR &	$	2,600,000	$	2,600,000	REAL
SAVOY DALLAS HOTELS LLC	$	5,481,350	$	4,500,000	REAL
SEDONA PARK APARTMENTS LLC	$	24,880,000	$	17,350,000	REAL
SOUTHERN STAR LAS COLINAS LP	$	8,900,000	$	8,000,000	REAL
SPANISH HAVEN REDEVELOPMT	$	9,067,030	$	7,000,000	REAL
SUN LIFE INSURANCE CO OF CANADA	$	34,178,320	$	32,169,000	REAL
SYMONDS STEPHAN M	$	1,330,000	$	1,200,000	REAL
TARGET CORPORATION AS OWNER	$	5,523,470	$	5,523,470	REAL
TCI 600 LAS COLINAS INC	$	80,837,780	$	74,750,000	REAL
TEXAS FLORIDA CEDARS LP	$	8,651,960	$	7,800,000	REAL
TEXAS PARK MANOR LP	$	8,800,000	$	8,250,000	REAL
TEXAS SFI PARTNERSHIP 37 LTD	$	34,000,000	$	33,400,000	REAL
TMIF II BRIDGEPORT LP	$	26,250,000	$	23,625,000	REAL
TP APARTMENTS LLC	$	5,415,830	$	4,851,730	REAL
TP APARTMENTS LLC	$	2,063,170	$	1,848,270	REAL
TR ATRIUM LP	$	14,215,000	$	13,500,000	REAL
TR ATRIUM LP	$	7,215,000	$	7,100,000	REAL
TRELLIS PLACE DUPLEXES LTD	$	14,428,000	$	13,300,000	REAL
URBAN TOWNE LAKE APARTMENTS LP	$	24,000,000	$	23,500,000	REAL
VELAZQUEZ CELIA &	$	1,100,000	$	1,000,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	$	18,525,000	$	14,500,000	REAL
WALGREENS CO AS OWNER	$	2,293,980	$	2,163,320	REAL
WALGREENS CO AS OWNER	$	1,376,640	$	1,298,230	REAL
WALGREENS CO AS OWNER	$	2,351,530	$	2,217,600	REAL
WALNUT HILL TX PARTNERS LLC	$	51,000,000	$	47,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	$	14,400,000	$	12,960,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	$	17,750,000	$	16,950,000	REAL
WESTDALE LAKERIDGE	$	15,950,000	$	15,000,000	REAL
WESTDALE POLARIS PARTNERS	$	13,400,000	$	12,700,000	REAL
WESTDALE PPTIES AMERICA I	$	15,850,000	$	15,000,000	REAL

WESTDALE WOODMEADE LTD	$	23,700,000	$	21,400,000	REAL
WESTGATE MULTIFAMILY LLC	$	4,358,000	$	3,993,000	REAL
WESTGATE MULTIFAMILY LLC	$	3,988,000	$	3,665,000	REAL
WESTGATE MULTIFAMILY LLC	$	23,524,000	$	20,946,000	REAL
WESTGATE MULTIFAMILY LLC	$	10,130,000	$	9,098,000	REAL
WOODCHASE & CLARENDON APTS LLC	$	15,388,870	$	12,270,670	PERSONAL
WOODCHASE & CLARENDON APTS LLC	$	5,931,130	$	4,729,330	REAL
WOODSIDE VILLAS IRVING LLC	$	13,000,000	$	12,100,000	REAL
WOODWIND APARTMENTS	$	5,193,000	$	5,100,000	REAL
WOODWIND APARTMENTS	$	400,000	$	400,000	REAL
WWC XLV LP	$	59,000,000	$	55,500,000	REAL
					95
TOTAL	$	3,487,862,070	$	3,194,280,770	

IRVING
Independent School District

CONSENT AGENDA ITEM
09/18/2023

TOPIC: Consider Approval of Class Size Waiver Requests for the 2023-2024 School Year

SUBMITTED BY: Jorge Acosta - Director of Human Resources, and Dr. Lisa Hill - Director of Human Resources.

BACKGROUND: The Administration recommends that the Board approve class size waiver requests for the 2023-2024 school year, in accordance with the provisions of Texas Education Code, Section 25.112.

Each year, all school districts in Texas are required to conduct a class size enrollment survey for grades prekindergarten through four. If the survey indicates that any class for grades prekindergarten through four exceeds the pre-established class size limit of 22:1, the district must apply for waivers for the classes that are over the class size limit. The district must do so even if the class size goes over by one or two students. For the 2023-2024 school year, we are requesting waivers due to the shortage of highly qualified teachers.

Consequently, the administration respectfully asks for a waiver request application form to be prepared and submitted electronically to TEA with your consent.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends Board approval of the class size waiver requests for the 2023-2024 school year.

RECOMMENDED BOARD MOTION: I move the Board approve the recommendation to approve the class size waiver requests for the 2023-2024 school year.

Additional Agenda Sheets Attached: No

IRVING
Independent School District

CONSENT AGENDA ITEM
9/18/2023

TOPIC: Consider Approval of the 2023-2024 T-TESS (Texas Teacher Evaluation & Support System) List of Updated Approved Appraisers.

SUBMITTED BY: Jorge Acosta, Director of Human Resources

BACKGROUND: The T-TESS (Texas Teacher Evaluation & Support System) appraisers must be approved annually prior to conducting T-TESS appraisals.

ADMINISTRATIVE RECOMMENDATION: The Superintendent recommends the approval of the 2023-2024 T-TESS (Texas Teacher Evaluation & Support System) List of Approved Appraisers.

RECOMMENDED BOARD MOTION: I move the Board approve the recommendation of the approval of the 2023-2024 T-TESS (Texas Teacher Evaluation & Support System) List of Updated Approved Appraisers.

Additional Agenda Sheets Attached: ☒Yes ☐No

Attachments:

- List of Approved Appraisers

2023-2024
T-TESS Appraisers

ALDAY, CHARLIE	GOMEZ, MARIANA	
ALLEN, TODD	GONZALEZ-PEREZ, NORMA	PERRY, ADRIANNA
ANDERSON, DENISE	GONZALEZ, TRACY	PHILLIPS, BRITTANY
ANDERSON, JENNY	GREEN, PHYLLIS	PLILER, RANDALL
ARAGON, NORMA	HENDERSON, CHRISTOPHER	POE, AMBER
ARRIETA, ADRIANA	HERNANDEZ, KALEEN	PRICE, KASSIE
ATKINSON, KANITHA	HERNANDEZ, SAMUEL	QUEZADA, JESUS
ATKINSON, NANCY	HORGAN, ANIKA	RAMIREZ, CARLOS
AVALOZ FERNANDEZ, MARIA	HOUSTON, JANICE	RAMIREZ, MICHELLE
BAYER, ROBIN	HUNT, CELESTE	RENDON, NETASSHA
BELIZAIRE, ANNE	HURRICKS, JON	RICO, FRANCISCO
BERNAL, SAM	IBARRA, ANABEL	RIVERA, KIM
BLOOMFIELD, MARIA	JAGER, JESSICA	ROBLES, CLAUDIA
BOYSEN, ASHLEY	JARAMILLO, REINA	RODRIGUEZ, PATTY
BRAVO, AMARIS	JENKINS, KEN	RUIZ, CLAUDIA
BROOKS, AMBER	JOHNSON, BIANCA	SANDERS, LINDSEY
BROWN, ANNA	JOHNSON, BRANDI	SCOTT, AUTUMN
CASTILLO, JOSELYN	JONES, HARLEIGH	SEHGAL, RUPALI
CHAVEZ-CHARITY, AYSHEA	LANG, TIFFANY	SIMMONS, VYTARA
CLARK, ANNE	LITTLE, IMELDA	SMITH, VANESSA
CLARK, JAMES	LONG, ANGELA	SMITH, VIRGINIA
COOK (BEAMON), AMBER	LUNA, VERONICA	SRALLA, SCOTT
COLLINS, TIFFANY	MAGRO MALO, MARIELA	STEWART, NATASHA
COLVIN, MELISSA	MASON, DOMINIC	TARVER, KERRIE
CRISFORD, JOHN	MAURICIO, CURTIS	TAYLOR, HENRY
DANIELS, CARRIE	MAYE, CURTISHA	THOMAS, OT
DE LA SIERRA, BLANCA	MCCRAY, PAMELA	TORRES-RANGEL, LINDA
DELGADO, DONALD	MCKEE, JENNIFER	TRAMMEL, WENDY
DIXON, MARY KAY	MCNEESE, LEIGH ANNE	TREVINO, ANNA
DURAN, SUSAN	MENDOZA, JAIME	TREVINO, MANUEL
EDWARDS, ALLEN	MIRANDA, FRANCISCO	TROYANOWSKI, MATTHEW
ERWIN, CYNTHIA	MISHAW, BRITTNEY	VALDEZ, LISBETH
ESPINO, MANNY	MOLINA, DAVID	VALDOVINOS, MAURICIO
ESTRADA, JOE	MORTON, RACHEL	VALTIERRA, KESHA
FINCHER, JEREMIAH	NABRITT, DANAYA	VERNISIE, RORY
FLORES, CARLA	NEUMANN, SHEILA	VILLADO, LILIANA
FLORES, TAMIKO	NICKERSON, TRENT	VILLARREAL, SHAUNA
FLOYD, DELICIA	NODA, KYLE	WAGONER, MARIA
FOUNTAIN, ANGELICA	OGLE, ERIC	WHITAKER, LATASHA
FULTON, MELISSA	PAYNE, PATRICIA	WILLIAMS, TIFFANY
GARCIA, FABIAN	PERAGINE, SHEILA	WILLIAMS, YOLANDA
GARZA, RICK	PERALTA, CINDY	WOLF, HALEY
GIPSON, JONATHAN	PEREZ, MARGIE	YOUNG, KATHERINE
GOMEZ, AHNA	PERLA, EBER	ZAMORA, JOSHUA

IRVING
Independent School District

CONSENT AGENDA ITEM
9/18/2023

TOPIC: Consider Approval of College Readiness and Success College Board Contract #CB-00035381

SUBMITTED BY: Maritza Villa, Director of Student Assessment

BACKGROUND: The attached agreement with the College Board provides the following components of the district's 2023-2024 college and career readiness assessment program pursuant to the District and Board Goals.

- PSAT/NMSQT at grades 10 and 11
- SAT at grade 11

The total cost of the bundled assessments in the agreement for the 2023-2024 school year is $140,091.00 a decrease of $22,854 from the $162,945.00 contract in the 2022-2023 school year. Appropriate funds for these assessments are included in the Planning, Evaluation, and Research department budget. Based on documentation provided by the vendor, the College Board is a sole-source provider of the above-mentioned assessments.

ADMINISTRATIVE RECOMMENDATION: : Administration recommends the Board of Trustees approve the College Board's College Readiness and Success Contract #CB-00035381 for college readiness as a sole-source provider.

RECOMMENDED BOARD MOTION: I move the Board of Trustees approve the College Board's College Readiness and Success Contract #CB-00035381 for college readiness as a sole source provider.

Additional Agenda Sheets Attached: [X] Yes [ ] No

Attachments: See attached

COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00035381

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is effective upon fully execution ("Effective Date"), by and between Irving Independent School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of this July 1, 2023 and, unless sooner terminated as provided herein, will expire on June 30, 2024 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all Services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services .

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2023-2024 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICESWILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its

reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:	**With a copy to**	**To Client:**
K-12 Contract Management	Legal Department	Magda Hernandez Acting Superintendent
College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Contractsmanagement@collegeboard.org	College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Legalnotice@collegeboard.org	Irving Independent School District 2621 W Airport Fwy No.1400 Irving, TX 75062-6020 Tel: (972) 600-5210 mhernandez@irvingisd.net

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the Services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these Services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties,

limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client is required to provide a Client Purchase Order, College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through Docusign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using Docusign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

IRVING INDEPENDENT SCHOOL DISTRICT	COLLEGE BOARD
	DocuSigned by: Jeremy Singer BE2EF27F2DE045D...
Signature	Signature
	Jeremy Singer
Name	Name
	President
Title	Title
	08/28/2023
Date	Date

PSAT/NMSQT®
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT®[1] provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide
   b. PSAT/NMSAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
   c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
   d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
   e. Access to SAT Practice Tools and Support as set forth below.
   f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. **Materials for Participating Schools**:
   a. Materials to support test administration.
   b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT/NMSQT Test Coordinator Guide.
   c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
   d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.
   g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

3. **Reports for District:**
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
   b. Access to AP Potential via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (http://satpractice.org). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each participating school will:
   a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
   b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
   c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

[1] PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, 'Designated Personnel').
e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
f. Verify and update, if necessary, the Test Coordinator name and contact information.
g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
    2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our http://sat.org/COVID19.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://satsuite.collegeboard.org/digital. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's

Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at https://www.collegeboard.org/students-with-disabilities. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.

    a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

    If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

1. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

    Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing.** Client has agreed to administer the PSAT/NMSQT to registered students selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT Test Coordinator Guide and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended

power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should immediately notify College Board.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing window.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board's privacy policies, available at https://privacy.collegeboard.org.

   College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

   - *First and last name
   - Middle initial
   - *Date of Birth
   - *Attending institution (AI Code)
   - *Grade
   - *Gender
   - *Test administration indicator (that is, which assessment)
   - *Season for testing
   - Student identifier

   College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

   For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.

   a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
   b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
   c. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district about the students' recognition status.
   d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) and www.nationalmerit.org.
   e. Score Reporting to Students.
   f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
   g. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students' assessments score(s) and data derived from the score(s).
   h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
   i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including

to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.

j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.

k. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement is intended to diminish or interfere with student rights in their assessment data, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions set forth below.

VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

   College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

   College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

   Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
   a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
   b. Assistance with completing required forms such as AI Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: https://collegereadiness.collegeboard.org/contact-us.

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

   Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustment that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

   Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at https://ordering.collegeboard.org/, regardless of how many students take the PSAT/NMSQT assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

XII. CLIENT CONTACT INFORMATION

	Primary[2]	Procurement[3]
Name:	Jerome Pilgrim	Dorian Dalindo
Title:	Director of Purchasing	Chief of Schools
Address:	2621 W Airport Fwy	2621 W Airport Fwy
City/State/Zip:	Irving, TX 75062-6020	Irving, TX 75062-6020
Phone:	972-600-5000	972-600-5085
Fax:		
Email:	jpilgrim@irvingisd.net	dgalindo@irvingisd.net

[2] This is the person to whom College Board should direct primary communications.
[3] This is the person to whom College Board should send the contract for review and approval within the district procurement/contract department.

SAT® SCHOOL DAY PROGRAM
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants.'

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish SAT School Day materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide
   b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
   c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
   d. For SAT (starting Spring 2024), information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
   e. Access to SAT Practice Tools and Support as set forth below.
   f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. **Materials for Participating Schools**:
   a. Materials to support test administration.
   b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the School Day Testing Coordinator Guide.
   c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
   d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.
   g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

3. **Reports for District:**
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
   b. Access to AP Potential via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (http://satpractice.org). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

   Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each participating school will:

   a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.

b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.
d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Proctors and Monitors (collectively, 'Designated Personnel').
e. Ensure compliance with the requirements for training and other guidelines in the Guides shared with you.
f. Verify and update, if necessary, the Test Coordinator name and contact information.
g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
h. Ensure that registered students are provided a link to the online SAT Student Guide (https://satsuite.collegeboard.org/media/pdf/sat-student-guide.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
    2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our https://sat.org/COVID19.

IV. PAPER AND DIGITAL TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements.

a. The Technology Coordinator at each Participating School will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator at each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://satsuite.collegeboard.org/digital. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. **ACCOMMODATIONS**
Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at https://www.collegeboard.org/students-with-disabilities. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. https://satsuite.collegeboard.org/k12-educators/administration/sat-school-day/ordering/english-learner-supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org. ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.
   a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

      If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

   Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the SAT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **SAT Testing Windows.** Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the SAT.** The SAT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Guide and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the SAT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Participating schools select an administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in their Testing Window.

   Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect.

   In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of testing window for paper testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event up to one week prior to the end of the testing window. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION AND USE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to College Board's privacy policies, available at https://privacy.collegeboard.org/.

   College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

   - *First and last name
   - Middle initial
   - *Date of Birth
   - *Attending institution (AI Code)
   - *Grade
   - *Gender
   - *Test administration indicator (that is, which assessment)
   - *Season for testing
   - Student identifier

   College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

   For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook for test security purposes, as well as to develop and improve College Board products and services.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.

   a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
   b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
   c. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district about the students' recognition status.
   d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) and www.nationalmerit.org.
   e. Score Reporting to Students.

f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
g. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students' assessments score(s) and data derived from the score(s).
h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
k. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement is intended to diminish or interfere with student rights in their assessment data, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions set forth below.

VIII. DATA PROTECTION, SECURITY MEASURES AND NOTICE

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

   College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

   College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

   Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

   a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
   b. Assistance with completing required forms such as AI Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

   Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: https://collegereadiness.collegeboard.org/contact-us.

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

   Except as expressly provided herein, Client is are prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **SAT Suite Question Bank and License**. The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

   College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which you may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless it has express written permission from College Board and the owner of the third-party content.

   College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

3. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of students registered via the College Board registration system located at https://ordering.collegeboard.org/, regardless of how many students take the SAT School Day assessment. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions**. No student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam.

XII. CLIENT CONTACT INFORMATION

	Primary[4]	Procurement[5]
Name:	Jerome Pilgrim	Dorian Dalindo
Title:	Director of Purchasing	Chief of Schools
Address:	2621 W Airport Fwy	2621 W Airport Fwy
City/State/Zip:	Irving, TX 75062-6020	Irving, TX 75062-6020
Phone:	972-600-5000	972-600-5085
Fax:		
Email:	jpilgrim@irvingisd.net	dgalindo@irvingisd.net

[4] This is the person to whom College Board should direct primary communications.
[5] This is the person to whom College Board should send the contract to, if different from the Primary Contact.

Annex 1 to PSAT/NMSQT Schedule (Fall), PSAT 10 Schedule (Spring), SAT School Day Schedule (Spring)

College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application that students can download from the App Store to access Educational Services.

SCORE INFORMATION: In the App, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments delivered pursuant to this Agreement and pursuant to other agreements that College Board has with Client's school, district, or state, as applicable (collectively, 'Covered Assessments').

RECOMMENDATIONS: In the App, College Board will provide students with educational information and recommendations about college and career options including, for example, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use student information collected in connection with Covered Assessments and through students' use of Educational Services.

CONNECTIONS*: Connections is a College Board program through which students are provided information about non-profit colleges, universities, scholarship organizations and other nonprofit educational organizations ('Eligible Institutions') based on criteria provided by those Eligible Institutions, which may include student interests, demographics, assessment score ranges, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections. The students' interests and preferences, such as through user controls within the App, may also influence and personalize the students' experiences within the App and the content delivered to them through Connections. Connections is entirely optional, and students must affirmatively opt-in if they wish to participate. Unless you direct College Board to exclude your students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App. Students can opt-out any time, as described more fully below.

Opted-in students may receive information and messages from Eligible Institutions in the App, by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional (collectively, 'Messages'). Eligible Institutions do not know the identity of a student to which they have been matched unless and until the student chooses to provide their personal information directly to the Eligible Institution, which the student can only do outside of the App and outside of the Educational Services. For example, a student may be able to link from the application to a webpage or webform hosted by that college. College Board may track students access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions other than in de-identified and aggregated form. **College Board never shares students' personally identifiable information with Eligible Institutions as part of Connections**.

Messages are created by Eligible Institutions and may include text, images, videos, and interactive elements. While the messages may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board does not create, edit, or approve of Messages and is not responsible for Messages.

Students who choose to opt-in to Connections can opt out at any time, for any or all Covered Assessment(s). Students can also choose to remain in Connections for any or all Covered Assessment(s) but opt-out of individual communications channels (emails, hardcopy mailings, and in-App). Students have multiple ways to opt-out, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on your students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection and Use of Data' section. College Board also uses that information in Educational Services, as described above. For students who use the App, they may be able to update this information within the App, if they so choose. **All questions are optional**. More information about College Board's Privacy Policies is located at https://privacy.collegeboard.org/?navId=gf-pp.

Questions include the following:

- Home/Mailing Address
- Mobile Phone Number
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen

To use the App, students provide a mobile number during the administration of the Covered Assessment and are encouraged to provide an email address solely for App account recovery purposes. By providing their mobile number, the student authorizes College Board to text them to download the App and authenticate into the App, about their scores, including when their scores are available, and with App notifications (if the student elects to turn on those notifications). The foregoing is clearly explained to the student. The student's phone number authenticates the student into the App. College Board does not use mobile numbers collected during Covered Assessments for any other purposes.

Client may direct College Board to automatically exclude its students from Connections for one or more Covered Assessments by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the Ordering Deadline to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
    - If a student had already opted-in to Connections before Client opted-out of Connections for a Covered Assessment, (i) the student's data from Covered Assessment(s) for which Client opted out of Connections will no longer be used for Connections upon College Board's implementation of Client's opt out; (ii) the student's data from any Covered Assessment(s) for which Client chose *not* to opt-out of Connections may continue to be used for Connections and the student may still use the Connections feature within the App; and (iii) if Client excludes its students from Connections for *all* Covered Assessments, use of the student data for Connections for those Covered Assessments will cease upon College Board's implementation of Client's opt out, the students will not receive any new Messages, and any previously delivered Messages may be still accessed by students.
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- If Client opts-out, Client's students will not going forward be able to opt-in to Connections for the Covered Assessment(s) for which Client opted out of Connections.
- Upon opt-out, students will still be able to use the App to receive Score Information and Recommendations, so long as the student provides their mobile number during the Covered Assessment.

Students may have opportunities to link from the App to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under this Agreement, the only exception being scores on College Board assessments, as all students have independent rights in their own test scores. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use by Connections. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments https://privacy.collegeboard.org/.

Some states, districts and other organizations send data protection agreements or similar as part of their procurement process. Client agrees that any such agreement that College Board may receive in connection with this Agreement is not intended to and does not contradict this Agreement.

*Not offered in New York at this time. There may be other exclusions.

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT: Fall 2023	July 1, 2023	June 30, 2024	4,780	$18.00	$86,040.00	$34,479.00	$51,561.00
SAT School Day: Spring 2024	July 1, 2023	June 30, 2024	2,270	$60.00	$136,200.00	$47,670.00	$88,530.00

Subtotal: $222,240.00

Total Discount: $82,149.00

Total Cost: $140,091.00

IRVING
Independent School District

CONSENT AGENDA ITEM – BIDS
9/18/2023

TOPIC: Consider Approval of the Renewal of Award for Request for Qualifications (RFQ) #22-113-735 for Bond Attorney – Legal Services for 2023 Bond Program

SUBMITTED BY: F. Natividad/ J. Pilgrim

BACKGROUND: On September 19, 2022, the Board Approved the Award of RFQ #22-113-735 for Bond Attorney – Legal Services to Bracewell, LLP.

Bracewell, LLP has provided excellent service over the first year of their Agreement. Their Scope of Services includes providing full-service Bond Counsel representation, and working closely with District's Chief Financial Officer, Superintendent Staff, and District Consultants on a variety of 2023 Bond related matters. Please refer to EXHIBIT A - Scope of Services for a detail review of the Scope of Services. This is the first of four (4) annual renewals.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Fees to be determined based on Actual Work Performed

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends the Board Approve the Renewal of Award of RFQ #22-113-735 for Bond Attorney - Legal Services with Bracewell, LLP

RECOMMENDED BOARD ACTION: I Move that the Board Approved the Renewal of Award of RFQ #22-113-735 for Bond Attorney - Legal Services with Bracewell, LLP.

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date:9/18/2023

Topic: Consider Approval of the Award for Request for Qualification (RFQ) #22-113-735 for Bond Attorney - Legal Services for Bond Program

Recommended Vendor(s)	Bracewell LLP
Contract Type (e.g. Co-op, RFP)	RFQ No. 22-113-735
Contract Term or One Time Purchase	The term of the agreement will commence October 1, 2022 for one (1) year through August 31, 2023, with options to extend for four (4) additional one year periods.
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

JEROME PILGRIM
DIRCTOR OF PURCHASING

Attachments:

1. Exhibit A – Summary of Services
2. Memo from Fernando Natividad dated September 11, 2023

EXHIBIT A - Scope of Services
Bond Attorney - Legal Services for an anticipated May 2023 Bond Election

Bracewell's Approach to the Scope of Work

The Firm will:

1. Work with the District's administration and its financial advisors to perform all of the services in the "Scope of Services" described in the RFQ.

2. Participate in meetings, interact and work closely with the District's Chief Financial Officer, General Counsel, staff, consultants, financial advisors and underwriter(s), lawyers, underwriter legal counsel to prepare, review, and comment on the necessary documents in connection with the structuring, issuance, authorization, sale, and delivery of bonds.

3. Routinely work with the Chief Financial Officer, General Counsel and staff on agenda items and other matters for presentation to the Board and its committees.

4. Provide Expertise and provide legal advice in connection with the full spectrum of financings that may be utilized by the District. This translates to working with the District and its financing team to develop a well-conceived financing plan in advance of bringing a financing to market and determine what types of financings would be possible under federal tax law and state laws.

5. Prepare, review, and comment on documents (e.g. official statements, bond orders, security instruments, etc.) necessary or appropriate to the authorization, issuance, sale and delivery of bonds.

6. Assist the District in seeking the necessary approvals, permissions and exemptions in connection with the authorization, issuance and delivery of securities from other governmental authorities.

7. Provide legal advice and assistance on issues related to the marketing of bonds, legal coverage requirements and timing of bond issues.

8. Provide legal advice and assistance on the requirements of various financing structures

9. Deliver all transcripts and documents issued in connection with bond issues and other financial transactions following conclusion of the transaction to the District.

10. Write or assist in writing and presenting to Board of Trustees resolutions related to the issuance of debt, trust agreements, capital investment covenant agreements.

11. Make prospective legal recommendations related to debt issuance including bond refunding and refinancing.

12. Review and evaluate pending or prospective legislation and report to the District on the possible effects on the District's ability to finance its projects.

13. Prepare necessary election proceedings for debt obligations to pursue validation proceedings and advise the district on matters related to the election (e.g., election code, voter education materials, publication requirements, etc.

14. Advise the District with respect to other matters that may arise relating to the District compliance with state and federal securities law including continuing debt disclosure requirements.

15. Other services usually necessary and required of a full-service Bond Counsel whether specifically outlined in the scope of services or not that your firm will be offering to the District.

IRVING
Independent School District
Purchasing

Date: September 18, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Fernando Natividad, Chief Financial Officer

THRU: Jerome Pilgrim, Director of Purchasing

Subject: Recommendation for Renewal of Award of Request for Qualifications (RFQ) #22-113-735 for Bond Attorney - Legal Services for Bond Program

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On September 19, 2023 the Board of Trustees Approved the Award of Request for Qualifications (RFQ) #22-113-735 for Bond Attorney with Bracewell, LLP. The Term of Award will be for one (1) year, with the option to renew for four (4) additional twelve (12) month periods through July 31, 2027.

Experience with Irving Independent School District
Bracewell lawyers have had a rich history working with the District over the previous 40+ years and the issuance of approximately $1.5 billion in bonds. Bracewell lawyers assisted the District in bond elections in October 1997 for $170 million, October 2001 for $249.5 million and October 2007 for $249.975 million

Bracewell, LLP has extensive experience in providing Bond Counsel to many other North Texas Metroplex school districts, including Iring ISD in the past. Their Scope of Services include but is not limited to public finance, bond issuances, and understanding of the District's community expectations. The Firm lawyers are also privileged to represent the City of Irving as bond counsel which provides them with an even deeper understanding of the District's community.

I therefore request that the Board of Trustees Approve the recommendation to Renew the contractual relationship with Bracewell, LLP to provide Legal Counsel for the 2023 Bond Program.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

JEROME PILGRIM
DIRECTOR OF PURCHASING

IRVING
Independent School District

ACTION ITEM – BIDS
9/18/2023

TOPIC: Consider Approval and Execute Agreement with Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Farine Elementary School (2023 Bond Funded)

SUBMITTED BY: F. Natividad/G. Johnson/M. Zakhary

BACKGROUND: On June 19, 2023, the Board Approved the Recommendation to enter into an Agreement with Corgan Associates, Inc. to provide Architectural Design and Engineering Services for Construction and Replacement of Farine Elementary School. After satisfactory negotiations, the District and Corgan Associates, Inc. has finalized the Agreement which is hereby presented to the Board for final Approval and Execution.

Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Estimated Construction Budget $51,000,000

ADMINISTRATIVE RECOMMENDATION: The Bond Selection Committee Recommends the Board to Approve & Execute the Agreement for Architectural Design and Engineering Services for Construction and Replacement of Farine Elementary School with Corgan Associates, Inc.

RECOMMENDED BOARD ACTION: I Move that the Board Approve and Execute the Agreement for Architectural Design and Engineering Services for Construction and Replacement of Farine Elementary School with Corgan Associates, Inc.

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date:9/18/2023

Topic: Consider Approval and Execute Agreement with Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Farine Elementary School (2023 Bond Funded)

Recommended Vendor(s)	Corgan Associates, Inc.
Contract Type (e.g. Co-op, RFP)	Contract #23B-02-600
Contract Term or One Time Purchase	One (1) year with the option to auto renew for four (4) additional one-year terms.
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

JEROME PILGRIM
DIRECTOR OF PURCHASING

Randy Randle, President Board of Trustees
Date: _____

A.D. Jenkins, Secretary Board of Trustees
Date: _____

Magda Hernandez, Superintendent of Schools
Date: _____

Esther Kolni, General Counsel
Date: _____

Attachments:

1. Memo from Morad Zakhary and Fernando Natividad dated September 7, 2023
2. Agreement with Corgan Associates, Inc. to be Executed

IRVING
Independent School District
Purchasing

Date: September 7, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

THRU: Fernando Natividad, Chief Financial Officer
Jerome Pilgrim, Director of Purchasing

FROM: Morad Zakhary, Senior Bond Program Manager

Subject: Requesting the Board Approve and Execute the Agreement with Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Farine Elementary School (2023 Bond Funded)

On June 19, 2023, the Board Approved the Award for Architectural Design & Engineering Services for Construction and Replacement of Farine Elementary School to Corgan Associates, Inc.

The Administration has successfully negotiated an Agreement with Corgan Associates, Inc. and is hereby presenting it to the Board for final approval and execution. Please refer to the attached Agreement between Irving ISD and Corgan Associates, Inc. presented for your signature.

1. The Estimated Construction Budget of $51,000,000

2. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

I recommend that the Board Approve and Execute the Agreement between Irving ISD and Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Farine Elementary School. Please refer to Attachment 2 for your Execution and Signature.

MORAD ZAKHARY
SENIOR BOND PROGRAM MANAGER

JEROME PILGRIM
DIRECTOR OF PURCHASING

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

IRVING INDEPENDENT SCHOOL DISTRICT

ARCHITECT/ENGINEER AGREEMENT

FOR

Architectural Design and Engineering Services

WITH

Corgan Associates, Inc.

Contract No: 23B-02-600 Farine Elementary School

ARCHITECT/ENGINEER AGREEMENT

Pursuant to Irving ISD RFQ #23B-02-600, this Architect/Engineer Agreement ("Agreement" or "Contract") is effective as of the date of the last signature of a party ("Effective Date"), by and between the Irving Independent School District, a body corporate, created under and by virtue of the laws of the State of Texas, (hereinafter referred to as "IISD", "District" or "Owner") and

Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202
Attn: Beverly Fornof

an individual, partnership, or corporation licensed to practice architecture in the State of Texas (hereinafter referred to as "A/E FIRM") for **Architectural Design and Engineering Services, as described herein, for the assigned 2023 Bond Program Project of Farine Elementary School**.

The Agreement will be in effect for one (1) year, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms.

Now, therefore, IISD and A/E FIRM, for the consideration hereinafter set forth, agree as follows:

Definitions

Architect/Engineer (A/E FIRM): The individual, partnership or corporation named above, licensed to practice architecture in the State of Texas, and obligated to perform the services outlined in this Agreement.

Construction Budget: That portion of a Project Budget allocated for the Construction Cost of an individual project.

Construction Schedule: The schedule prepared by the General Contractor (GC) establishing completion dates for work activities in accordance with the Contract Documents.

Construction Contract: The agreement between IISD and the GC.

Design Guidelines: Written instructions to the PM, A/E FIRM, and consultants intended to establish standards for equipment, material and finish requirements provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing

by IISD.

Educational Facilities Specifications: Detailed description of individual space requirements addressing special utilities finishes and fixed equipment provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

General Contractor (GC): The organization responsible for construction of the Project according to the documents prepared under this Agreement.

Preliminary Program of Requirements (PPR): IISD's Program for a project, stating IISD's objectives, schedule, constraints, and criteria, including space requirements and relationships, special equipment, systems, and site requirements.

Program Manager (PM): The organization selected to represent IISD in managing a project. The PM shall perform the services pursuant to a separate agreement with IISD. Should IISD not use a third-party PM on this Project, then any reference to "PM" shall be deemed references to IISD.

Project: The specific work described in the Project Scope, specifications, and requirements.

Project Budget: Funds allocated for all costs associated with the Project.

Project Schedule: A schedule for the Project showing all activities and critical and milestone dates necessary to complete the Project within the allotted time.

Project Scope: A project scope shall include, but not be limited to, the written description of the Project, the PPR, Educational Facility Specifications, IISD Design and Construction Standards, and any other descriptions provided by IISD or the PM.

END OF SECTION

ARTICLE 1
A/E FIRM'S RESPONSIBILITIES

1.1 A/E FIRM's Services

1.1.1 Obligation
The A/E FIRM is obligated to provide the services to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement and all other documents constituting a Project Scope for a project assigned under this Agreement.

1.1.2 Standard of Care
The A/E FIRM shall exercise a degree of care and diligence in the performance of all services under this Agreement in accordance with prevailing professional standards in the industry, skilled in design for projects of similar scope, and all of the A/E FIRM's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work ("**Standard of Care**").

1.1.3 Time
Subject to the Standard of Care, The Project covered by this Agreement is subject to the time limitations contained in the Project's specifications, including the Project Scope and Project Schedule.

The A/E FIRM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Time limits established by the schedule of the Project shall not, except for reasonable cause, including but not limited to delays caused by third parties not under contract to A/E FIRM or A/E FIRM's consultants, subconsultants, or agents, be exceeded by the A/E FIRM.

1.1.4 A/E FIRM Professional Responsibility
A/E FIRM understands that while other members of the team (district staff, PM, GC) may suggest design ideas and components for the Project, these suggestions are to be, consistent with the Standard of Care, fully reviewed by the A/E FIRM and its consultants, and these suggestions do not relieve the A/E FIRM of its professional responsibility to IISD for the complete design of the Project. Further, to the extent such suggestions are incorporated into the design of the Project, A/E FIRM shall be responsible for the proper integration and coordination of all design changes. Notwithstanding the aforementioned, A/E FIRM shall not be responsible for a design idea or component for a project if A/E FIRM objects to same in writing and IISD chooses to move forward with the particular design idea or component that has been objected to by A/E FIRM in writing and receipt of the written objection has been acknowledged by IISD in writing.

1.1.5 Continuation of Services During Dispute

If there is a dispute between the A/E FIRM and IISD respecting any service provided or to be provided hereunder by the A/E FIRM, including a dispute as to whether such service is a Basic Service or Additional Service, the A/E FIRM agrees to continue providing on a timely basis all services to be provided by the A/E FIRM hereunder, including any service as to which there is a dispute. To the extent allowed by law, IISD shall also continue to satisfy its obligations hereunder during the pendency of any dispute.

1.1.6 Direction by IISD

A/E FIRM shall work with the PM, IISD representative, other IISD consultants, and staff as directed by IISD.

ARTICLE 2
SCOPE OF A/E FIRM BASIC SERVICES

2.1 General

2.1.1 Basic Services

The A/E FIRM's Basic Services consist of all of the services required to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement except the services identified as Additional Services. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The A/E FIRM shall contract and employ at its expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by IISD.

2.1.2 Designation of Principal

The A/E FIRM shall designate a principal of the firm reasonably satisfactory to IISD who shall, so long as employed by A/E FIRM and acceptable to IISD, remain in charge of architectural services through completion and be available for general consultation throughout a project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by IISD, prior to replacement.

2.1.3 Coordination of Drawing and Design Documentation

Except as otherwise expressly provided in 1.1.4 herein, and subject to the Standard of Care, A/E FIRM is responsible for a complete design of the Project and retention of all subconsultants necessary in connection therewith. A/E FIRM shall be responsible for the coordination of all drawings and design documents relating to A/E FIRM's design and used on the Project, regardless of whether such drawings and documents are prepared by A/E FIRM or one of its subconsultants. A/E FIRM shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through A/E FIRM and by or through one of its subconsultants and for their compliance with all

applicable codes, ordinances, regulations, laws, and statutes.

2.1.4 Interface with Appropriate Authorities
The A/E FIRM shall assist IISD in fulfilling requirements set forth by appropriate authorities and/or funding agencies whose interest bears on the design, cost and/or construction of the Project.

2.1.5 Project Meetings
The A/E FIRM shall attend all Project meetings. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two (2) working days of the meeting. If requested by IISD, the A/E FIRM shall attend additional meetings as scheduled, to provide Project updates to the district and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.1.6 Hazardous Materials
Unless otherwise provided in this Agreement, the A/E FIRM shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. Should the A/E FIRM become aware of the presence of hazardous materials or toxic substances at the Project site, the A/E FIRM shall promptly notify IISD, the PM, and GC.

2.1.7 Scope of Services Change
The duties, responsibilities, and limitations of authority of the A/E FIRM may be reasonably restricted, modified or extended by IISD after the date of this Agreement, and if they are substantially restricted, modified, or extended, then the A/E FIRM's fixed compensation shall be equitably adjusted upward or downward as deemed appropriate by IISD.

2.2 Schematic Design Phase

2.2.1 Project Specific A/E FIRM Orientation
The A/E FIRM shall attend Project Orientation Meetings conducted by the PM. During the orientation, the PM shall review Project Scope and Project Schedule, which includes design phase milestones, and the Construction Budget.

2.2.2 Third Party Testing
The A/E FIRM shall advise IISD of any need or advisability of IISD's securing tests, analyses, studies, reports, or consultant's services, not to be otherwise provided by A/E FIRM, in connection with the development of the design and construction documents for the Project.

2.2.3 Existing Conditions/As-Built
The A/E FIRM shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The A/E FIRM shall document observable as-built conditions as required for the design of the Project

2.2.4 Scope Verification
The A/E FIRM shall familiarize itself with the site and review the PPR, Educational Facility Specifications, and Design Standards furnished by IISD to ascertain the requirements of the Project, and shall arrive at a mutual understanding of such requirements with IISD and the PM. The A/E FIRM shall consult, to the extent required by IISD, with authorized employees, agents, consultants and/or representatives of IISD relative to the design and construction of the Project and shall adhere to the furnished design considerations unless otherwise authorized by IISD in writing. The A/E FIRM shall verify availability of all utilities necessary for the Project.

2.2.5 Schedule Verification
The A/E FIRM shall provide advice to IISD regarding whether the Project Scope can be designed and constructed within the time limits outlined in the Project Schedule. IISD acknowledges that A/E FIRM is not a guarantor of GC's performance within the Project Schedule. The A/E FIRM shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

2.2.6 Budget Verification
The A/E FIRM shall provide expert advice to confirm that the Project Scope can be designed and constructed for the dollar amount of the Project Budget. IISD acknowledges that A/E FIRM is not a guarantor of GC's performance of a Project within the Project Budget.

2.2.7 Scope, Schedule, and Budget Reconciliation
The A/E FIRM shall work with IISD and the PM to reconcile any differences between IISD's Project Scope, Schedule, and Budget. Reconciliation of a project Scope, Schedule and Budget shall be made in terms of one another. All revisions shall require written approval of IISD.

2.2.8 Value Engineering
The A/E FIRM shall provide to IISD and the PM value engineering studies of major

construction components during Schematic Design.

2.2.9 Schematic Design Documents

2.2.9.1 Based on the mutually agreed-upon Project Scope, Project Schedule, and Construction Budget requirements between A/E FIRM and IISD, or its designated representative, the A/E FIRM shall prepare, for approval by IISD, and the PM, Schematic Design Documents consisting of drawings and narrative descriptions necessary to describe the concept of a project. The Schematic Design Documents shall be provided to the PM for review. The PM shall provide recommendations to IISD regarding the documents. The Schematic Design Documents shall be approved in writing by the PM and IISD before being deemed acceptable.

2.2.9.2 Should there be substantial revisions to the Project Scope after the approval of schematic drawings, which changes substantially increase the scope of design services to be furnished hereunder, A/E FIRM shall so notify IISD, before proceeding with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval, all such additional work claims are hereby **WAIVED AND RELEASED** by A/E FIRM.

2.2.10 Schematic Design Cost and Time Estimates
The A/E FIRM shall provide a Schematic Design Estimate in Cost Model format at the conclusion of the Schematic Design phase. This Schematic Design Estimate shall be accompanied by a report to IISD identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

2.2.11 Schematic Design Presentations
The A/E FIRM shall present the Schematic Design to the PM and IISD in a format and forum as determined by IISD.

2.3 Design Development Phase

2.3.1 Design Development Documents
Upon receipt of written authorization to proceed and based on the approved Schematic Design Documents and comments from IISD and the PM and any adjustments authorized by IISD in the Project Scope, Project Schedule, or Construction Budget, the A/E FIRM shall prepare, for approval by IISD and the PM, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and such other elements as may be appropriate. The Design Development Documents shall comply with the requirements

of the PPR, Educational Facility Specifications, and IISD Design Standards. The documents shall be provided to the PM and IISD for review. The Design Development Documents must be approved in writing by the PM and IISD before being deemed acceptable.

2.3.2 Design Development Cost and Time Estimates

The A/E FIRM shall provide a Design Development Estimate in Cost Model format at the conclusion of the Design Development phase. This Design Development Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action if required. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.3.3 Design Development Design Calculations

If requested, the A/E FIRM shall submit reproduced copies of design calculations for all elements, components, and systems of the design to the PM and IISD at no additional cost to IISD.

2.3.4 Design Development Presentations

The A/E FIRM shall present the Design Development Work to IISD and the PM in a format and forum as determined by IISD.

2.3.5 Confirmation of Scope, Schedule, and Cost

The A/E FIRM shall, at the end of the Design Development Phase, document in writing that the drawings and outline specifications fulfill, to the best of the A/E FIRM's knowledge and belief, that the Project Scope requirements and that the construction can be completed for the Construction Budget amount, and within the Project Schedule; however, the A/E FIRM shall not be a guarantor of the GC's performance of the Project within the Construction Budget or within the Project Schedule. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for the Project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4 Construction Documents Phase

2.4.1 Construction Documents

Upon receipt of written authorization to proceed and based on the approved Design Development Documents and comments from the PM and IISD, such standards or special documents as may be furnished by IISD, and any further adjustments in the Project Scope or quality of the Project, or in the Construction Budget authorized by IISD, the A/E FIRM shall prepare, for approval by PM and IISD, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

The Construction Documents shall include working Drawings and Specifications developed to set forth in detail all aspects of design, and will be used for estimating the Construction Cost, securing bids for constructing the Project, and directing a GC in construction of the Project.

The A/E FIRM shall exercise usual and customary professional care, so the Construction Documents comply with the Project Scope and PPR, Educational Facility Specifications, IISD Design and Construction Standards, and with applicable laws, statutes, ordinances, and codes in effect at the time of their preparation. The Construction Documents shall be provided to the PM and IISD for review. The PM shall provide recommendations to IISD regarding the documents. The Construction Documents must be approved in writing by PM and IISD before being deemed acceptable.

2.4.2 Construction Documents Review

Construction Drawings and Specifications, or other Construction Documents submitted by the A/E FIRM to IISD and the PM for approval, or to any contractors for bidding or negotiation, shall be prepared in conformance to the usual and customary professional standard of care and comply with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by the A/E FIRM at the time of such submission. In addition, the A/E FIRM shall certify that the A/E FIRM has informed IISD of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for IISD at that point in time. The A/E FIRM shall submit to the PM and IISD for review and approval check sets of Construction Documents when these Documents are 60% and 100% complete. The 60% and 100% check sets of Construction Documents must be approved in writing by PM and IISD.

2.4.3 Bid Documents

The A/E FIRM shall assist the PM and IISD in preparing the necessary bidding information, bidding forms, and Conditions of the Contract, and any Special Conditions

as required for special Project requirements. In performing its work on bidding documents, A/E FIRM shall not designate items as "Owner Furnished" or "Owner Installed," that IISD intended to be included within the scope of the Construction Contract. All documents are subject to IISD approval.

2.4.4 Construction Documents Cost and Time Estimates

The A/E FIRM shall provide a 60% Construction Document Estimate in Cost Model format at completion of 60% of the Construction Document phase. This 60% Construction Document Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

The A/E FIRM shall provide a 100% Construction Document Estimate in Cost Model format at the conclusion of the 100% Construction Document phase. This 100% Construction Document Estimate shall be accompanied by a report to IISD, PM and Design Consultant, identifying variances with the original budget and making recommendations for appropriate corrective action, if required. The 100% Construction Document estimate shall be based on an update of the 60% Construction Document estimate. Unless otherwise directed by IISD, the A/E FIRM will not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4.5 Agency Review and Approval

The A/E FIRM shall affix professional architecture and engineering seals and signatures on all Construction Documents, including addenda, as required by Texas and local laws. The A/E FIRM shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.6 Permits

Upon completion and approval of Construction Documents, and prior to the release for bids, the A/E FIRM shall submit to the City, the State of Texas, and/or other permitting authorities the required number of sets of plans and specifications in order to expedite the process and time required for the successful bidding GC to secure the building permit(s). Revisions to the Construction Documents required for permitting shall be made by the A/E FIRM at no cost to IISD.

2.4.7 Construction Documents Design Calculations

The A/E FIRM shall submit to IISD and the PM copies of design calculations for all elements, components, and systems of the design.

2.4.8 Confirmation of Scope, Schedule, and Cost

The A/E FIRM shall, at the end of the Construction Documents Phase, confirm in writing

that, to the best of the A/E FIRM's knowledge, information and belief, the Drawings and Specifications fulfill a project Scope requirements and that the construction can be completed for the Construction Budget amount, and within the Project Schedule; however, the A/E FIRM shall not be a guarantor of the GC's performance of the Project within the Construction Budget or within the Project Schedule.

2.5 The Bidding Phase

2.5.1 Notices and Advertisements

The A/E FIRM shall assist IISD and the PM in preparing notices and advertisements to solicit bids or proposals for the Project.

2.5.2 Distribution of Bid Documents

The A/E FIRM shall assist IISD with distributing the required sets of Bid Documents or Requests for Proposals to IISD bidders and plan rooms specified by IISD.

2.5.3 Pre-bid Conference

The A/E FIRM shall attend the Pre-bid Conferences and assist the PM as directed. The A/E FIRM shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bid Documents to all prospective bidders in the form of addenda.

2.5.4 Addenda

The A/E FIRM shall prepare addenda, as required, during the bidding period as needed to explain or clarify the intent of the Construction Documents. The A/E FIRM shall also provide information to the PM and IISD on the effect of addenda on the Construction Cost and Project Schedule.

2.5.5 Bid Opening and Recommendations

The A/E FIRM shall assist IISD at the bid opening, analyze and evaluate bids or proposals as directed, and make recommendations to the PM and IISD.

2.5.6 Construction Contract

The A/E FIRM shall assist the PM and IISD in the preparation of the Construction Contract between IISD and GC.

2.5.7 Construction Set

The A/E FIRM shall assemble a set of Contract Drawings and Specifications, and/or other Documents prepared for construction that includes all revisions required after the Construction Documents were issued for bids. These revisions shall include all addenda, permit revisions, accepted alternates, value engineering, and negotiated revisions. The A/E FIRM shall provide the assembled documents to IISD in electronic

format (CAD and pdf files).

2.5.8 Notice to Proceed
If requested by IISD, the A/E FIRM shall prepare the Notice to Proceed for execution by IISD.

2.6 Construction Phase Services

2.6.1 Basic Services Period
The A/E FIRM's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Construction Contract and terminates one year after approval by IISD of the Final Certificate for Payment or LEED® Certification, whichever is later, unless extended by mutual agreement of the A/E FIRM and IISD.

2.6.2 Pre-Construction Conference
The A/E FIRM shall assist the PM in conducting a Pre-Construction Conference, to be attended by the GC, and IISD at its option, during which the Construction Documents, Project schedule, Project procedures and other pertinent issues shall be reviewed. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two (2) working days of the meeting

2.6.3 Project Meetings
The A/E FIRM shall attend scheduled construction progress meetings (as appropriate to the Project Scope and phase of the Work) conducted by the PM and attended by IISD at its option, as well as other parties. These meetings shall serve as a forum for the exchange of information and resolution of construction decisions and will be a point where construction progress is reviewed and noted. In addition, the A/E FIRM shall attend as scheduled meetings to provide Project updates to IISD and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.6.4 Contract Administration
The A/E FIRM shall cooperate with the PM in providing administration of the Construction Contracts as set forth in General Conditions of the Contracts for Construction together with, and as amended by other documents included or incorporated into the Construction Contract, except that any language in such other documents shall be consistent with this Agreement.

2.6.5 Owner's Representative
The A/E FIRM shall advise and consult with IISD and the PM during construction and until one year after the issuance of the Final Certificate for Payment and/or LEED® Certification, whichever is later. The A/E FIRM shall have authority to act on behalf of

IISD only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.6 Site Visits

The A/E FIRM and its consultants shall visit the Project site during stages of construction or as otherwise determined by IISD and A/E FIRM. The A/E FIRM shall become generally familiar with the progress and quality of the portion of the Work completed and determine if the Work observed is being performed in a manner indicating that, when fully completed, the Work will be in accordance with the Contract Documents. However, the A/E FIRM shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and the A/E FIRM shall not be a guarantor of the GC's performance.

On the basis of on-site observations as an architect, the A/E FIRM shall keep the PM and IISD informed of the progress and quality of the portion of the Work completed, and shall (1) report to the IISD and PM known deviations from the Contract Documents and from the most recent construction schedule submitted by the GC, and (2) prepare and submit a weekly detailed written report noting the progress and quality of the Work and any observed defects or deficiencies in the Work. The A/E FIRM shall require the consulting engineers and its other consultants to also make such on-site observations of the Work and provide written reports as construction progresses as required by the Standard of Care, but not less than two (2) site visits per month. The observations of consulting engineers shall be made as frequently as necessary to verify that construction is proceeding according to Construction Documents, but not less than one site visit per month. The consultants shall also make inspections at the time of Substantial Completion and Final Completion.

2.6.7 Construction Responsibilities

The A/E FIRM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The A/E FIRM shall not have control over or charge of acts or omissions of the GC, GC's Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.8 Rejection of Non-conforming Work

The A/E FIRM shall recommend to IISD and the PM the rejection of the Work observed which does not conform to the Construction Contract Documents. Whenever necessary, the A/E FIRM shall recommend to the PM special inspection or testing of the Work in accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.9 Schedule Reviews

The A/E FIRM shall assist the PM in evaluating and approving schedules provided by the GC.

2.6.10 Review and Certification of Payment
The A/E FIRM shall review and certify the GC's Applications for Payment, by providing information based on A/E FIRM's observations at the site, and A/E FIRM shall approve Applications for Payment.

2.6.11 Communication
Communications by and with the A/E FIRM's consultants shall be through the A/E FIRM.

2.6.12 Testing Report
The A/E FIRM shall analyze and make recommendations to the PM as to the acceptability of laboratory test reports and results.

2.6.13 Submittal Review

2.6.13.1 The A/E FIRM shall review and approve or take other appropriate action upon GC's submittals such as Shop Drawings, Product Data, and Samples, for the purpose of confirming design intent including compliance with applicable laws, statutes, ordinances, codes, orders, rules, and regulations and the requirements of the Construction Documents. A/E FIRM shall be responsible for determining what aspect of the Work shall be the subject of Shop Drawings and submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Contract Documents. The A/E FIRM's action shall be taken with such reasonable promptness as to cause no delay in the Work. Notwithstanding the foregoing, review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the GC's responsibility.

2.6.13.2 The A/E FIRM's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E FIRM, of any construction means, methods, techniques, sequences, or procedures. The A/E FIRM's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 Requests for Change
The A/E FIRM shall prepare requests for changes in the Work, including information necessary for evaluation of the request and the cause of the request. The A/E FIRM and consultants shall review and make recommendations to the PM on all proposed changes in the Work, including changes in the Construction Cost priced by the GC, and requests for changes in the Project Schedule.

2.6.15 Orders

2.6.15.1 The A/E FIRM shall prepare Change Orders and Construction Change Documents for IISD's approval and execution in accordance with the Construction Contract. The A/E FIRM may authorize minor changes in the Work not involving an adjustment in the Construction Contract Sum or an extension of the Construction Contract Time which are consistent with the intent of the Construction Contract Documents ("Contract Documents"). If necessary, the A/E FIRM shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.15.2 The A/E FIRM shall review properly prepared timely requests by IISD or GC for changes in the Work, including adjustments to the Construction Contract Sum or Construction Contract Time. Review of change proposals from contractors shall include an appropriate assessment by the A/E FIRM of proposed labor and material costs, including evaluating labor hours, labor rates, material quantities and unit prices, whenever feasible. A/E FIRM shall obtain documentation as necessary in order to complete the assessments. If the A/E FIRM determines that the requested changes in the Work are not materially different from the requirements of the Contract Documents, the A/E FIRM may issue an order for a minor change in the Work or recommend to IISD that the requested change be denied.

2.6.15.3 If the A/E FIRM determines that implementation of the requested changes would result in a material change to the Construction Contract that may cause an adjustment to the Construction Contract Time or Construction Contract Sum, the A/E FIRM shall make a recommendation to IISD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the GC, the A/E FIRM shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the A/E FIRM. With IISD's approval, the A/E FIRM shall prepare a Change Order or other appropriate documentation for IISD's execution or negotiation with the GC. The A/E FIRM shall maintain records relative to changes in the Work.

2.6.16 Interpretation of the Construction Contract Documents

2.6.16.1 Interpretation of Documents

The A/E FIRM shall interpret the Contract Documents and judge the performance thereunder by the GC, and A/E FIRM shall, within a reasonable time and in accordance with the Standard of Care, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. The A/E FIRM shall render its interpretations and clarifications in an expeditious manner so as to avoid unreasonable delay in the progress of the Work. The A/E FIRM's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and with concurrence of IISD. The A/E FIRM shall receive no additional compensation for providing clarification of the Drawings and Specifications.

2.6.16.2 Revisions to the Work

Revisions shall be made without adjustment to the compensation provided for hereunder, unless revisions and the cost adjustments associated therewith, are approved in writing by IISD and are not attributable to any error or omission of the A/E FIRM. Should there be substantial revisions after approval of the Project Scope, Project Scope, and schematic drawings, which substantially increases the Project Scope, A/E FIRM shall notify IISD before proceedings with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval from IISD, all such additional work claims are hereby **WAIVED AND RELEASED**.

2.6.17 Claims Recommendations

If so, requested by IISD, the A/E FIRM shall make recommendations on all claims of IISD or the GC relating to the execution and progress of the Work and on all other matters or questions related thereto. The A/E FIRM shall render written decisions within a reasonable time on all claims, disputes, or other matters in question if so, requested by IISD.

2.6.18 Material Substitutions

The A/E FIRM and the PM shall review and make recommendations to IISD as to the acceptability of substitutions of materials proposed by the GC. The recommendation shall include, but not be limited to the impact of the substitution on the Project Scope, Schedule, and Construction Cost. The materials substitution must be approved in writing by IISD before being deemed acceptable. If a change or substitution is proposed by IISD or the GC, through value engineering or otherwise, and the A/E FIRM has an objection to such change or substitution, the A/E FIRM shall expressly object in writing to such proposed change or substitution, setting forth the specific basis of its objections to such proposed change or substitution. If IISD then directs the A/E FIRM in writing to incorporate such proposed change or substitution into the Construction Documents or directs or otherwise authorizes in writing the GC to perform such change

or substitution without a revision in the Construction Documents over the A/E FIRM's objection, IISD agrees to accept these risks and the costs and consequences associated with them and shall, to the extent allowed by law, defend and indemnify A/E FIRM from any such claims arising out of any unapproved directive of substitution.

2.6.19 Checklist

Prior to issuing a Certificate of Substantial Completion, the A/E FIRM shall, with the assistance of the PM and IISD, prepare a checklist of incomplete Work and Work which does not conform to the Contract Documents. This list shall be attached to the Certificate of Substantial Completion and submitted to the GC to complete the Work, with copies forwarded to the PM and IISD.

2.6.20 Occupancy Permit

When requested by IISD, the A/E FIRM shall assist the GC in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project.

2.6.21 Accessibility Compliance Certificate

The A/E FIRM shall obtain the Accessibility Compliance Certificate when required for the Project. During the construction phase, the A/E FIRM shall obtain the services of a Registered Accessibility Specialist (RAS) when the Project is ready for accessibility inspection. The A/E FIRM shall accompany the RAS during the inspection. The A/E FIRM shall review the inspection report prepared by the RAS and advise the GC to correct non-complying items that are the responsibility of the GC. If the report identifies non-complying items that are the result of an A/E FIRM error or omission that falls below the Standard of Care, the A/E FIRM shall request pricing for the correction of the non-complying items. The A/E FIRM shall advise IISD of the cost of correction, and upon IISD's approval, the A/E FIRM shall prepare a change order to the Construction Contract. If necessary, the A/E FIRM shall make arrangements for extension of deadlines for compliance. After the A/E FIRM has verified that all corrections have been made, the A/E FIRM shall advise the RAS that the Project is ready for re-inspection. The A/E FIRM shall assist IISD in resolution of all non-complying items until such time that the Project has been found to be in substantial compliance of applicable accessibility standards by the Texas Department of Licensing and Regulation (TDLR) and a Notice of Substantial Compliance certificate is issued by TDLR for the Project.

2.6.22 Substantial Completion

In consultation with IISD and the PM, the A/E FIRM shall determine when the Project is substantially complete and issue a Certificate of Substantial Completion. At Substantial Completion, the A/E FIRM, IISD, and PM shall establish the date for Final Completion, including the submission of all closeout documents, warranties, and other documents, in the Project Manual, or as required by the Owner's auditors, which date of Final Completion shall in no event be more than 60 days from the date of Substantial Completion.

2.6.23 As-built Documentation
The A/E FIRM and its consultants shall review monthly the GC's As-built drawings for accuracy and completeness, and shall report its findings to GC, the PM and IISD. The A/E FIRM shall maintain records of all issued revisions to the Contract Documents, including revisions that result from responses to requests for information from the GC.

2.6.24 Warranties and Operation and Maintenance Materials
The A/E FIRM shall review Warranties and Operations and Maintenance Materials provided to the A/E FIRM by the GC. The A/E FIRM shall notify the GC of any amendments or corrections to these materials necessary to meet the requirements of the Contract Documents. When complete, the A/E FIRM shall recommend acceptance of the materials and forward them to the PM.

2.6.25 Final Payment
The A/E FIRM shall, upon the GC's completion of the checklist items and in consultation with IISD and the PM, determine when the Project is finally completed. The A/E FIRM shall issue a final Certificate of Payment and shall provide to IISD a written recommendation regarding final payment.

2.6.26 Delivery of Drawings and Specifications
Subject to the condition precedent of payment for services performed through the date of the request for the Record Set of Documents, within sixty (60) days after date of Substantial Completion, A/E FIRM shall deliver to IISD electronic (CAD and pdf files) versions of construction drawings and specifications, including all A/E FIRM modifications made during construction, based on the As-Built set of drawings received from the GC.

2.6.27 LEED® Points
If LEED is applicable to the Project, the A/E FIRM shall review all requests to use alternatives or other changes to determine any impact on obtaining LEED® points. The A/E FIRM shall meet with the GC and IISD as appropriate to discuss any potential impacts.

2.7 Post Construction Phase Services

2.7.1 Warranty Period Services
The A/E FIRM and its consultants shall be available for consultation during the GC's Warranty Period.

2.7.2 Warranty Expiration Inspection
A/E FIRM shall inspect the Project no later than thirty (30) days prior to the expiration of the warranty period and prepare a checklist of items to be completed by the GC. The A/E FIRM shall forward the checklist to the GC to complete the work, with a copy to the PM and IISD.

2.8 Requirements as Basic Services for Projects that Include Additions, Rehabilitation and/or Repair-Replacement

2.8.1 On-Site Investigation
For projects involving additions to existing buildings, new construction at sites of existing facilities, rehabilitation, alteration, repair and/or replacement of existing construction, the Basic Services of the A/E FIRM shall include the necessary on-site investigations, measurements, and documentation of existing facilities and infrastructure as required; the review of existing documents, if any, of the existing facility; and comparison of actual construction with such documents and measurements and investigations as required to be, pursuant to the Standard of Care, informed on the observable portions of the existing improvements.

2.8.2 Additional Compensation
No additional fee will be authorized for job site observations and measurements of existing improvements by the A/E FIRM.

2.8.3 Contractor Verification of Existing Conditions
In the case of such projects, the A/E FIRM shall incorporate into the Construction Documents such requirements as will fix with the GC the responsibility to verify the accuracy of information provided for existing construction conditions, to verify existing conditions and promptly disclose in writing any variances and request directions, to verify the presence of underground utilities and improvements, and to protect existing facilities, including, but not limited to, data networks, intrusion alarms, surveillance systems, intercoms and other infrastructure, from damage resulting from construction operations.

ARTICLE 3
ADDITIONAL SERVICES OF THE A/E FIRM

3.1 Additional Services
Except as otherwise provided below, the following services of the A/E FIRM, when authorized in advance in writing by IISD, shall be considered Additional Services and paid for by IISD. Services not listed herein as Additional Services shall be considered Basic Services.

3.1.1 Special Analysis
Providing special analysis of IISD'S needs not otherwise included in Basic Services.

3.1.2 Studies
Providing comparative studies of prospective sites.

3.1.3 Surveys
Providing boundary and topographic surveys prepared by a licensed land surveyor.

3.1.4 Geotechnical Reports
Providing geotechnical soil borings, soil analysis and geotechnical reports prepared by a geotechnical engineer.

3.1.5 Traffic Studies
Providing a traffic study required for obtaining a building permit and/or as requested by IISD prepared by a licensed traffic engineer.

3.1.6 Additional Revisions Requested By Owner
Extensive revisions of Schematic, Design Development and Construction Documents previously approved in writing by IISD, when so directed in writing by IISD; provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by the A/E FIRM or when due to the fact that the lowest bona fide construction bid, or proposal exceeds the Construction Budget.

3.1.7 Regarding Damaged Work
Providing consultation concerning replacement of any Work damaged by fire and other causes during construction and furnishing professional services as may be required in connection with the replacement of such Work.

3.1.8 Services Regarding Default of GC
Providing professional services made necessary by substantial default of the GC in the performance of the Construction Contract.

3.1.9 Interior Design and Other Services Related to Furnishings
Providing interior design and other services required in connection with the selection of furniture and furnishings not included in the Construction Contract.

3.1.10 Order Preparation
Preparing change orders and related documents required by changes (whether increases or decreases) in the Project Scope as requested by IISD, and not due to the error or omission of the A/E FIRM, and when the volume of change orders substantially exceeds that which could be expected on a project of similar scope.

3.2 Services Due to Errors and Omissions by the A/E FIRM
Notwithstanding anything to the contrary expressed elsewhere in Article 3, no services made necessary, in whole or in part, by any fault or omissions of the A/E FIRM to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service under this Agreement.

3.3 Costs for Additional Services
For Additional Services provided by the A/E FIRM, which have been pre-approved in writing by IISD, IISD shall compensate the A/E FIRM on the hourly rate as described below:

(a) Principals' time shall be billed at a maximum of $135.00 per hour. No more than one Principal may be charged to the Project at any one time, unless specifically requested and approved by IISD. Principals under this Agreement shall be Susan Smith.

(b) A/E FIRM's technical staff, not including clerical staff or principals employed directly on the Project, shall be billed at 2.5 times Direct Personnel Expense. Direct Personnel Expense shall be defined as direct salary cost of the technical personnel engaged on the project (actual hourly salary paid). In no case shall the total hourly compensation rate for technical staff exceed the rate for Principal's time.

Unless otherwise agreed to in writing by IISD and A/E FIRM, compensation for Additional Services shall be in accordance with the rates set forth above.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 Project Requirements
IISD shall consult with the A/E FIRM regarding requirements for each Project, including IISD'S contemplated objectives, schedule constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements. IISD may satisfy its obligations under this Article 4 by or through the PM acting as a representative of IISD.

4.2 Owner's Designated Representative
IISD shall designate a Representative authorized to act on IISD's behalf with respect to the Project. IISD or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the A/E FIRM to avoid unreasonable delay in the orderly and sequential progress of the A/E FIRM's services. Such decisions, or the presence of such representative at the site, shall not at any time relieve the A/E FIRM, in whole or in part, from any duty or responsibility placed upon the A/E FIRM under the terms of this Agreement.

4.3 Surveys
IISD may elect to have the A/E FIRM obtain surveys as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish surveys. The surveys, obtained by the A/E FIRM or furnished by IISD, shall describe physical characteristics, legal limitations, and utility locations for the site of the Project, and include a written legal description of the site which shall be a part of this Agreement. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions (if available) and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to the Project benchmark.

4.4 Geotechnical Services
When the services of geotechnical engineers are reasonably required for the Project, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of geotechnical engineers. IISD's written approval is necessary before the services of geotechnical engineers can be enlisted. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The A/E FIRM shall review the completeness and confirm in writing

to IISD the sufficiency of the type of tests and information, whether furnished through the A/E FIRM or furnished by IISD.

4.5 Consulting Services

When the services of other consultants are reasonably required by the Project Scope and are requested by the A/E FIRM and approved for the Project by IISD, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of other consultants. IISD shall approve such consultants only if such consultants are not to be provided by A/E FIRM under this Agreement. IISD's written approval is necessary before the services of these other consultants can be enlisted.

4.6 Testing Services

IISD shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law. Should the A/E FIRM or its consultants at any time suspect the presence of asbestos or other hazardous material at the Project site or any related structure, the A/E FIRM shall notify the PM and IISD in writing immediately.

4.7 A/E FIRM Review of Information Provided by IISD

The services, information, surveys, and reports required by Articles 4.3 through 4.6 shall be furnished at IISD's expense, and, absent the negligence of A/E FIRM, the A/E FIRM shall be entitled to rely upon the information provided by IISD. The A/E FIRM shall provide timely review of such information, surveys and reports and advise IISD whether such data is sufficient for A/E FIRM to perform its services under this Agreement.

4.8 Forms and Contract Documents

IISD shall provide necessary forms of contracts, bonds, General, Supplementary and Special Conditions of the Construction Contract, advertisement for bids, request for proposals, and other forms IISD may deem appropriate.

4.9 No Waiver of Claim

Nothing in this Agreement, nor any act or failure to act on the part of IISD or the PM shall be construed as a waiver of a claim by IISD for any defects or deficiencies in the Drawings and Specifications, or for any other breach of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 Responsibility for Construction Cost

5.1.1 Basis for Construction Budget

A/E FIRM's evaluations of IISD's Project Budget and the A/E FIRM's preliminary estimates of Construction Cost and detailed estimates of Construction Cost, represent the A/E FIRM's best judgment as a design professional familiar with the construction industry and local market conditions. The A/E FIRM cannot and does not warrant or represent that bids or negotiated prices will not reasonably vary from the Owner's budget for the cost of the Work or from any estimate of the cost of the Work or evaluation prepared or agreed to by the A/E FIRM.

This Construction Budget shall not be exceeded unless the amount is approved by the IISD Board of Trustees and changed in writing by IISD. When multiple campuses or sites are included in the Project, the Construction Budget for each campus or site shall not be exceeded, except as provided in Section 9.1.2, unless approved by the IISD Board of Trustees and changed in writing by IISD.

5.1.2 Budget Exceeded by All Bids

If the Construction Budget is exceeded by the lowest bona fide bid or negotiated proposal, IISD may:

1. Cooperate in revising the Project Scope and/or quality as required to reduce the Construction Cost prior to rebidding. In this event, the A/E FIRM shall modify the Contract Documents without additional charge as necessary to comply with the Construction Budget.
2. Authorize rebidding or re-issuing for proposals of the Project within a reasonable time.
3. Increase the Construction Budget with IISD Board of Trustees; or
4. Abandon the Project and terminate in accordance with Article 7.

ARTICLE 6
USE OF A/E FIRM'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Drawings Specifications and Documents
Subject to the condition precedent of payment made in accordance with the Agreement for Services performed through the date of the request, the Drawings, Specifications, and other documents prepared by the A/E FIRM and A/E FIRM's consultants for the Project shall become the property of IISD, whether the Project is completed or not. IISD shall be furnished and permitted to retain reproducible copies and electronic versions of A/E FIRM's Drawings, Specifications, and other documents.

6.2 Use of Documents by IISD
The documents prepared by A/E FIRM may be used as a prototype for other facilities by IISD. IISD may elect to use the A/E FIRM to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the A/E FIRM is obligated to perform the work for an additional compensation that will fairly compensate the A/E FIRM and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If IISD elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect shall be entitled to use A/E FIRM's consultants on the same basis that A/E FIRM would have been entitled to use them for the work on the reuse of the prototype, and such architect shall be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and change order drawings in performing its work. The A/E FIRM will not be responsible for errors and omissions of a subsequent architect and will not be responsible for damages resulting from its own errors and omissions to the extent that the drawings result from a reuse by other professionals on a subsequent project. The A/E FIRM shall commit its consultants to the terms of Section 6.2.

6.3 Release of Documents upon Termination
In the event of termination of this Agreement for any reason, IISD shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project. In the event of termination of this Agreement for reason other than default by the A/E FIRM, IISD agrees to pay for Services performed through the date of termination in accordance with Section 7.2.2 below. The A/E FIRM shall be released from liability for the errors or omissions of a third-party in connection with the use of documents originally prepared by A/E FIRM in the event IISD elects to re-use such documents with an alternative architect after termination of this Agreement.

6.4 Use of Construction Drawings by A/E FIRM
Only the details of the drawings relating to this Project may be used by the A/E FIRM on

other projects, but they shall not be used as a whole without written authorization by IISD. IISD furnished forms, conditions, and other written documents shall not be used on other projects by the A/E FIRM.

ARTICLE 7
TERMINATION

7.1 Termination for Cause by IISD

This Agreement may be terminated by IISD with cause upon not less than seven days written cure notice to the A/E FIRM. In the event A/E FIRM:

(a) fails in any respect to prosecute all or a material part of its work with promptness and diligence; or
(b) fails to perform or honor any of the material provisions in this Agreement; or
(c) becomes insolvent, bankrupt or is put into receivership; or
(d) fails to pay its sub consultants, vendors or others providing labor, materials, or services to a project, by through or under A/E FIRM when due; or
(e) is unable to meet the Owner's scheduling requirements for A/E FIRM's work in whole or in part,

then A/E FIRM, failing to cure, shall be in default and IISD may immediately terminate for cause and withhold any payment then due or becoming due to compensate IISD for any loss it incurs in relation to the default. Subject to the Standard of Care, in the event IISD incurs costs in excess of A/E FIRM's Agreement amount to complete A/E FIRM's work, then A/E FIRM shall compensate IISD for such shortfall upon demand.

7.2 Termination by IISD for Convenience

7.2.1 Timing

IISD may at any time, at will and without cause, terminate any part or all of the Agreement. Such termination for convenience shall be effective immediately by giving A/E FIRM written notice. A/E FIRM shall continue to prosecute any part of the Agreement not terminated. A/E FIRM shall require a comparable termination for convenience provision in all lower-tier subcontracts and agreements.

7.2.2 Payments

If IISD terminates any part or all of this Agreement for convenience, IISD shall incur no liability to A/E FIRM because of such termination, except that A/E FIRM may be entitled to payment for (i) Work properly executed in accordance with this Agreement prior to the effective date of the termination and for (ii) Reimbursable Expenses then due; provided, however, A/E FIRM must satisfy the other conditions precedent to payment described in this Agreement. In no event shall A/E FIRM be entitled to any other cancellation costs, including but not limited to, special overhead, anticipated profits, or

to any direct, indirect, incidental, or consequential damages.

7.3 Termination by A/E FIRM
If IISD substantially breaches this Agreement, then A/E FIRM may terminate this Agreement if A/E FIRM gives IISD written notice of the basis on which it seeks to terminate, and IISD has failed to commence to cure any such breach within 30 days of receipt of such notice.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Jurisdiction and Venue
This Agreement shall be construed, governed by, and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. Venue of any dispute related to this Agreement shall lie exclusively in Dallas County, Texas. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Dallas County, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue to resolve any dispute with respect to the Agreement.

8.2 Attorney Fees
In connection with IISD's defense of any suit against it and/or IISD's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the IISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, IISD shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

8.3 Nature of Binding Agreement Between Parties
IISD and the A/E FIRM each binds themselves, and their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, corporate officers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. A/E FIRM shall not assign, sublet, or transfer this Agreement without the written consent of IISD.

8.4 Entire and Integrated Agreement
This Agreement represents the entire and integrated agreement between IISD, and A/E Firm supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both IISD and A/E Firm. In the event that any terms or conditions in any Exhibit attached hereto directly or indirectly contradict or conflict with any terms or conditions in this Agreement, the terms and conditions of this Agreement shall control.

8.5 No Contractual Relationship with a Third Party

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either IISD or A/E FIRM.

8.6 Format and Timely Performance

8.6.1 Format for Delivery of all Services
The format for delivery of all services associated with this Agreement will require expedient and timely response by the A/E FIRM and consultants to assure compliance with the Project Schedule.

8.6.2 Development and Maintenance of Schedules
The A/E FIRM and consultants shall be required to jointly develop and maintain schedules acceptable to IISD and the PM.

8.7 Compliance with Federal Requirements
In the event a federal grant or other federal financing participates in the funding of the Project, the A/E FIRM shall permit access to and grant any federal representatives the right to examine its books covering its work under this Agreement. The A/E FIRM shall comply with federal requirements as they relate to the Project.

To the extent that Federal Funds are utilized for payment under this Agreement, A/E FIRM agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). A/E FIRM shall complete the EDGAR A/E FIRM Certifications, which certifications are incorporated by reference herein, and shall ensure that such A/E FIRM Certifications are promptly updated as necessary during the term of this Agreement. Noncompliance or misrepresentation regarding the A/E FIRM Certifications may, in IISD's sole discretion, be grounds for immediate termination of this Agreement for cause.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this Project, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.8 Conflict of Interest
Any firm having common ownership with the A/E FIRM shall be prohibited from providing architectural, engineering, or other design related services on, or the construction of, the Project. In addition, no employee of IISD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee of IISD participate in any decision relating to this Agreement which affects

his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This subsection is subject to provisions of the Texas Local Government Code at 171.002 et. seq., which require a public official with substantial interest in a business entity to file an affidavit stating the nature and extent of the interest and to abstain from a vote or decision on any matter involving the business entity.

8.9 Provision of Services in Compliance with Applicable Laws

The A/E FIRM hereby represents that the services provided hereunder shall be performed by, or under the direct supervision of, an A/E FIRM duly licensed pursuant to licensing laws, including but not limited to Chapter 1051, V.T.C.A. Occupations Code, Regulation of Architecture and Related Practices, and Chapter 1001, V.T.C.A. Occupations Code, Texas Engineering Practice Act, as applicable. Furthermore, A/E FIRM hereby agrees to exercise usual and customary professional care to provide all plans and specifications, drawings, and all other documents and services in compliance with applicable laws, statutes, building and zoning codes, ordinances, rules, and regulations generally and specifically related to public school districts, and with the aforementioned Chapters 1001 and 1051. Additionally, A/E FIRM confirms to IISD that the Construction Documents it provides IISD are consistent with the Standard of Care and are sufficient to direct a qualified and competent GC to construct a project in accordance with the scope IISD has provided the A/E FIRM.

8.10 Audit

A/E FIRM's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including bid recaps, original estimates; estimating work sheets; correspondence; back-charge logs and supporting documentation and any other supporting evidence deemed necessary by IISD to substantiate charges related to any matters related to the Agreement (including interviews with A/E FIRM's personnel and Professional Consultant personnel) shall be open to inspection and subject to audit and/or reproduction by IISD's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) A/E FIRM compliance with Agreement requirements; (ii) compliance with IISD's business ethics policies; and (iii) compliance with provisions for pricing or claims submitted by the A/E FIRM or any of its payees. IISD or its designee shall be afforded access to all of the A/E FIRM's records pursuant to the provisions of this Article throughout the term of this Agreement and for a period of five years after final payment, or longer if required by law, or until pending litigation has been completely and fully resolved, whichever occurs last.

8.11 Business Ethics

During the course of pursuing agreements, and the course of performance of this Agreement, A/E FIRM and its Professional Consultants and vendors shall maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of

interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of IISD, its contractors, consultants, or its Program Managers, or to family members of any of them. At any time, A/E FIRM believes there may have been a violation of this obligation, A/E FIRM shall notify IISD of the possible violation. IISD is entitled to request a representation letter from A/E FIRM, its Professional Consultants, or vendors at any time to disclose all things of value passing from A/E FIRM, its professional consultants, or vendors to IISD's personnel, its contractors, consultants, and Program Managers.

8.12 No Waiver of Immunity

IISD does not waive or relinquish any immunity or defense on behalf of itself and its officers, trustees, employees, and agents as a result of their execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, trustee, director, employee, or representative of IISD.

8.13 No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

8.14 National Criminal Background Checks

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, A/E FIRM hereby certifies that it is or will become a qualified school contractor prior to performing any duties during which require A/E FIRM or its employees, subcontractors, and volunteers to have direct contract with students and that all employees, subcontractors and volunteers of the A/E FIRM who are hired by A/E FIRM on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. A/E FIRM must provide a list of the names and dates of birth of all employees who have passed the background check to IISD and IISD may run its own criminal background checks on employees of A/E FIRM at its discretion.

A/E FIRM must also provide assurances that it is a qualified school contractor and its employees, subcontractors, and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor, or volunteer of the A/E FIRM has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Agreement or cancel the Agreement. WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school

district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

District may terminate this Agreement for cause if the District determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction.

8.15 Debarment and Suspensions
A/E FIRM certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972, as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.16 Use of District Seal, Logo(s), or Phrases
The A/E FIRM shall not use the district's seal, logo(s), or any phrase associated with the district in any documents or deliverables without the written permission from the Board of Trustees, the Superintendent of Schools, or their designee.

8.17 Texas Public Information Act (TPIA)
A/E FIRM acknowledges that IISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, IISD is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the A/E FIRM has clearly marked as confidential and/or proprietary, IISD shall provide the A/E FIRM with the notices under the TPIA. A/E FIRM acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

8.18 Confidential Information
The A/E FIRM shall not disclose or permit the disclosure of any confidential information of IISD or created in connection with the Project, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

8.19 Enforceability of Provisions
If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be reformed to provide as close to the original intent of the provision as possible while still being enforceable. However, in the event such a reformation is not possible then (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part of this Agreement; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. In the event any law, ordinance, standard, specification, rule, or authority is referenced and/or incorporated herein, such reference shall be construed to be the law, ordinance, rule, or authority in effect at the time of performance of A/E FIRM's services or other obligation to which such law, ordinance, rule, or authority applies. Further, in the event that a provision of the contract conflicts in such a manner that the provision of the contract requires something impermissible according to any applicable law, ordinance, rule or authority, the Agreement shall be interpreted to give precedence to the applicable, law, ordinance, rule, or authority. An Agreement provision that requires the A/E FIRM to satisfy a higher level of performance or standard than a law, ordinance, rule, or authority shall be given precedence in interpreting the obligations of the A/E FIRM.

8.20 Sexual Harassment Forbidden
Sexual harassment of employees of the A/E FIRM or employees or students of IISD by employees of the A/E FIRM is strictly forbidden. Any employee of the A/E FIRM who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the A/E FIRM, including dismissal and IISD may request that any employee of A/E FIRM being investigated for sexual harassment be removed from any further activity or work on the Project until investigatory findings have been made by A/E FIRM, presented to IISD, and accepted as conclusory. Should IISD choose to continue with the Project in the absence of any employee of A/E Firm, it may request the exclusion of such employee from continued work on the Project or any future project of IISD and such exclusion shall not result in addition cost or expense to IISD.

8.21 Notice
Any notice required to be given relating to this Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses. Either party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

To: **Corgan Associates, Inc.**
401 North Houston Street

Dallas, Texas 75202
Attn: Beverly Fornof

To: **Irving Independent School District**
2621 W. Airport Freeway
Irving, Texas 75062
Attn: Jerome Pilgrim

With a copy to:
Irving Independent School District
2621 W. Airport Freeway
Irving, Texas 75062
Attn: Esther Kolni, General Counsel

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

ARTICLE 9
PAYMENTS TO THE A/E FIRM

9.1 Invoicing & Payments

9.1.1 Invoicing and Payment

Payments on account of the A/E FIRM's Basic Services performed shall be upon submission of A/E FIRM's original signed invoice, limited to the proportion of services performed to date. In the event the A/E FIRM submits to IISD invoices, statements, reports, etc. that are incomplete, inaccurate, or in need of substantial internal research, such action could result in delay of payment. IISD shall not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the A/E FIRM.

Notwithstanding the above, IISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. No payments shall be made on invoices not listing an IISD Purchase Order number. Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit price as awarded.

All invoices must be sent to Irving ISD/Accounts Payable, PO Box 152637, Irving, TX 75015-2637. The following items are required by or must appear on all invoices submitted by A/E FIRM:

a. Invoice is to be "received" at the address indicated on the Purchase Order
b. Purchase Order Number is included on the invoice
c. Pricing on the invoice matches the price on the Purchase Order
d. A description of the goods or services provided, the purchase order number, invoice number and any applicable cash discount.
e. Quantities on the invoice do not exceed those specified on the Purchase Order
f. A unique invoice number is used for each billing
g. Merchandise has been shipped or services performed.
h. Description of goods and services on the invoice matches the description on the Purchase Order

9.1.2 Basic Services Compensation

The estimated Construction Budget for the Project is $51,000,000. For A/E FIRM's Basic Services provided for the Project, IISD shall compensate A/E FIRM in an amount equal to 6.5% of the Construction Budget, plus actual cost for consultants providing Additional Services. When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, or at IISD's sole discretion the Project Scope is increased or reduced from the scope of services described in Section 2.1.7, compensation for those portions of the Project shall be payable to the extent services have been performed by A/E FIRM, as determined by IISD.

For purposes of A/E FIRM's compensation, the Construction Budget shall not include the compensation of the A/E FIRM; the costs of the land, rights-of-way, financing, or contingencies for changes in the Project; or other costs that are the responsibility of IISD under the terms of the Agreement.

Notwithstanding anything in this Agreement to the contrary, any increases in the Construction Budget over one hundred and fifty-thousand dollars ($150,000) ("**Substantial Increase**") must be approved by the IISD Board of Trustees. Any such Substantial Increase that may be agreed to by an IISD employee shall be null and void and shall not be binding on IISD. A/E FIRM shall not have a claim, either contractually or by quantum merit, for any services rendered prior to IISD Board of Trustee approval of a Substantial Increase. If the A/E FIRM attempts to receive or receives an agreement modification or amendment from a district employee who is not authorized to make such changes, the A/E FIRM does so at its own risk or peril and risks termination of the Agreement for cause.

9.2 Payments on Account of Additional Services

Payments on account of the A/E FIRM's Additional Services, which are authorized in writing by IISD, shall be made monthly upon presentation of the A/E FIRM's statement of services rendered, and such supporting documentation as IISD may require. A/E FIRM expressly waives any right to payment for an item of Additional Services rendered if A/E FIRM does not give written notice of its claim for the services within ninety (90) days of

the performance of the item it claims to be Additional Services.

9.3 Payments on Account of Reimbursable Expenses

9.3.1 Recovery of Reimbursable Expenses

The A/E FIRM shall be entitled to recover monthly for the expenses set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7, and 9.3.8 on the terms set out in those sections for the following expenses when necessarily incurred in performing services under this Agreement by A/E FIRM or its consultants. No other categories of expenses are reimbursable to A/E FIRM. The actual cost with applicable taxes only is allowed with no percentage for mark-up.

9.3.2 Transportation and Traveling Outside of Greater Dallas Area

Cost of transportation and living when traveling outside of the greater Dallas/Fort Worth area in connection with the Project, at IISD's request and authorization.

9.3.3 Production of Actual Construction Documents

Cost of reproduction for actual Construction Documents (plans, specifications, and addenda only for bidding and construction) and reproduction of required documents for formal submittal of Schematic Design and Design Development, and the cost of reproduction printing for 60% and 100% Construction Document check sets only as ordered by IISD, and cost of reproduction of IISD's drawings of existing structures. A/E FIRM shall utilize printing companies approved in advance by IISD in writing.

9.3.4 Models/Color Renderings
The expense of models or color renderings for IISD's use, if authorized in writing by IISD in a pre-determined lump sum amount.

9.3.5 Delivery Services
Reasonable costs of necessary delivery services in the Dallas/Fort Worth area.

9.3.6 State Accessibility Plan Review and Inspection
Cost of reproductions, application fees for approval of plans, and inspection fees for approval of construction paid to the Texas Department of Licensing and Regulation or a Registered Accessibility Specialist.

9.3.7 Permit Fees and Permit Expediting
Cost of payment to City of Dallas/City of Irving plan checking department and/or plan/permit consulting service to expedite plan checking process, if deemed necessary by IISD, to achieve completion of an accelerated Project Schedule.

9.3.8 On-Line Charges
If applicable, cost of LEED® registration, application, and review fees for projects seeking LEED® certification. Prior written approval from IISD is required before incurring any additional cost associated with appealing a decision on an unapproved LEED® point.

9.3.9 Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that the Project is delayed or otherwise affected by A/E FIRM's failure to pay its consultants and/or contracted services in accordance with the contracts between A/E FIRM and its consultants, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.3.10 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.3.11 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

9.4 Payments Withheld

9.4.1 Deductions for Sums Withheld From General Contractor
No deductions shall be made from the A/E FIRM's compensation on account of penalty, liquidated damages or other sums withheld from payments to GCs.

9.4.2 IISD Not Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that the Project is delayed or otherwise affected by A/E FIRM's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.5 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.6 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

ARTICLE 10
BASIS OF COMPENSATION

IISD shall compensate the A/E FIRM as follows:

10.1 Basic Compensation

10.1.1 Basic Services
For A/E FIRM's Basic Services, as described in Article 2, compensation shall be the fixed amounts provided at Section 9.1.1. Notwithstanding the foregoing, A/E FIRM's compensation for Basic Services is subject to increase or decrease as per Section 9.1.2.

10.1.2 Services Related to Errors and Omissions
A/E FIRM shall promptly correct any defective designs or specifications furnished by, through or under the A/E FIRM at no cost to IISD. A/E FIRM's change order services relating to A/E FIRM errors and/or omissions are deemed to be part of the Basic Services and not Additional Services.

10.1.3 Offset Cost for Change Orders Related to A/E FIRM Errors, Acts and Omissions
IISD shall be entitled to offset against any sums otherwise due A/E FIRM, all costs of change orders caused by A/E FIRM's negligent errors, acts or omissions under the legal standards governing professional conduct of A/E FIRM. In the event such costs exceed any sums due

A/E FIRM, the A/E FIRM shall be liable to IISD for all excess costs and will pay IISD upon demand.

10.2 Compensation for Additional Services

10.2.1 Additional Services
Unless otherwise agreed in writing, for Additional Services of the A/E FIRM shall be calculated as described in Article 3, excluding services of consultants described in 10.2.2, compensation shall be calculated for the reasonable amount of time necessarily spent in accomplishing Additional Services which have been authorized by IISD at the rates identified in Section 3.3 of the Agreement.

10.2.2 Additional Services by Consultants
For Additional Services of consultants approved by IISD, the reasonable and necessary actual cost to A/E FIRM of the additional service provided by the consultants.

10.3 Compensation for Reimbursable Expenses
For Reimbursable Expenses approved in writing by IISD, the reasonable, necessary actual cost to the A/E FIRM of the items set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7 and 9.3.8.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Basic Insurance Requirements
The A/E FIRM shall carry insurance with responsible underwriters acceptable to IISD and with minimum limits of liability, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, claims for property damage; and claims arising out of the performance of professional services caused by any of his own negligent errors or omissions or negligent acts, or the negligent errors, omissions or negligent acts of any person and/or consultant employed by A/E FIRM or by others for which A/E FIRM is legally liable. The A/E FIRM shall furnish certificates of insurance on state approved forms to IISD indicating compliance with this Section.

Type of Coverage

The architect shall secure professional liability insurance in a minimum amount of $1,000,000.00 from an insurer lawfully authorized to do business in the jurisdiction in which the Project is located and which shall apply to claims made with respect to this Project for negligent acts, errors or omissions of the architect, the architect's consultants, and agents and employees of any of them, subject to the standard terms and conditions of such policies, as acceptable to and approved by the Owner's Project

Representative.

The architect shall furnish to the Owner's Project representative copies of Certificates of such Project professional liability insurance. The costs and premiums for such insurance will be at the expense of the architect. In addition
the architect may be asked to provide the following insurance coverage in the following amounts:

The insurance required shall be written by an insurance company having an A VIII rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Commercial General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	$2,000,000
(b) Products Comp/Ops. Aggregate	$1,000,000
(c) Personal & Adv. Injury	$1,000,000
(d) Each Occurrence	$1,000,000
(e) Per Project Aggregate	$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	$1,000,000
(b) Disease-Policy Limit	$1,000,000
(c) Disease-Each Employee	$1,000,000

3. Automobile Liability:
(a) Owned/Non-owned and Hired — $1,000,000

4. Excess/Umbrella Liability:
(a) — $1,000,000

5. Architects/Engineers Professional:
(a) — $1,000,000

An "Original Certificate of Insurance" will evidence compliance with the insurance requirements and must be submitted with the packet.

Other insurance requirements as agreed upon in the contract addendum for each individual

project.

A/E Firm shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to and approved by IISD.

11.2 Evidence of A/E FIRM Professional Liability Errors and Omissions Insurance
The A/E FIRM shall submit evidence at the time of execution of this Agreement that it has in full force and effect professional liability errors and omissions insurance. The A/E FIRM shall maintain such insurance in full force and effect throughout the duration of this Agreement, and thereafter for a period of three years provided that such coverage is reasonably available at commercially affordable premiums. In the event that it becomes commercially infeasible to maintain it during the period required by this Agreement, A/E FIRM shall supply IISD with equivalent assurance to the required insurance acceptable to IISD.

11.3 Certificates of Insurance
The A/E FIRM shall furnish evidence to IISD of insurance in the form of state approved certificates from insurance carriers acceptable to IISD. Upon request, A/E FIRM shall provide IISD copies of all policies and endorsements applicable to this Agreement. Where possible, each policy shall be endorsed to provide that carrier will not cancel or non-renew coverage by endorsement without thirty days written notice to IISD. In the event there is a deductible on any policy, A/E FIRM shall furnish evidence that it is able to satisfy the deductible.

11.4 Additional Insured
A/E FIRM shall add IISD as an additional insured to any and all policies of insurance purchased by A/E FIRM, using an endorsement form at least as broad as CG 2026 1185, excepting workers' compensation and professional liability, whether or not such policies of insurance are required under this Agreement.

11.5 Waiver of Subrogation
All of A/E FIRM's policies shall state that they shall be primary and non-contributory to any and all IISD policies of insurance and shall be endorsed to waive subrogation, using an endorsement form at least as broad as CG 24 04 [Ed. 11-85].

11.6 Alternate Employer
IISD shall be added as an "alternate employer" on A/E FIRM's workers' compensation insurance.

11.7 Meeting of Minimum Insurance Requirement
Consultants to the A/E FIRM shall be required to show evidence of coverage of the types indicated above. The required minimum limits of liability of such coverage for consultants to the A/E FIRM shall be determined by the A/E FIRM and shall be subject to approval in writing by IISD and shall be commensurate with the type and level of

involvement and service of the consultants to a project.

11.8 Indemnification

THE A/E FIRM SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS IISD AND EACH OF ITS RESPECTIVE PAST, PRESENT, AND FUTURE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, BOARD MEMBERS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COST AND EXPENSES INCURRED BY INDEMNIFIED PARTIES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

NOTWITHSTANDING THE AFOREMENTIONED OR ANY OTHER PROVISION HEREIN TO THE CONTRARY, WITH RESPECT TO CLAIMS THAT FALL UNDER A/E FIRM'S PROFESSIONAL LIABILITY INSURANCE, THERE SHALL BE NO DUTY TO DEFEND, AND A/E FIRMS'S INDEMNITY OBLIGATION SHALL ONLY BE TO THE EXTENT OF ITS NEGLIGENCE. THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE IISD FROM SEEKING ITS REASONABLE ATTORNEYS' FEES AS PART OF THEIR DAMAGES WHERE AND TO THE EXTENT AWARDED BY A COURT OF COMPETENT JURISDICTION.

ARTICLE 12
SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Responsibility for Product Suitability

Any language, term, or condition of this Agreement to the contrary notwithstanding, with regard to new equipment, materials, and products (herein called products) required by the A/E FIRM's Construction Documents, it is understood the A/E FIRM is relying on stated and implied representations made by manufacturers, suppliers and installers of such products as being suitably fit for their intended purposes. The A/E FIRM is not responsible for the product's failure to perform consistent with those representations.

12.2 Responsibility of the A/E FIRM to IISD

The provisions of this agreement constitute the responsibilities and define the relationship of the Owner and the A/E FIRM.

12.3 Marketing

IISD gives A/E FIRM's communications representatives permission to externally promote and market the architectural design and/or services provided by the firm to media outlets,

IRVING
Independent School District

industry organizations and other external target audiences on a national and global scale. A/E FIRM's PR department shall coordinate efforts with IISD before commencing with communications strategies and no promotion or marketing materials referencing IISD or the projects contemplated by this Agreement shall be published without the explicit written permission of IISD.

IN WITNESS WHEREOF, THE IRVING INDEPENDENT SCHOOL DISTRICT has caused this Agreement to be signed by its Superintendent, duly authorized to execute same in its behalf by the Irving ISD Board of Trustees, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

ATTEST:
CORGAN ASSOCIATES, INC.

SUSAN SMITH
PRINCIPAL

Signature
08/29/2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

MAGDA HERNANDEZ
SUPERINTENDENT OF SCHOOLS

Magda Hernandez
Signature
08-31-2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

RANDY RANDLE
PRESIDENT, BOARD OF TRUSTEES

Signature

Date

IRVING
Independent School District

ACTION ITEM – BIDS
9/18/2023

TOPIC: Consider Approval and Execute Agreement with Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction of a New Baby University (2023 Bond Funded)

SUBMITTED BY: F. Natividad/G. Johnson/M. Zakhary

BACKGROUND: On June 19, 2023, the Board Approved the Recommendation to enter into Agreement with Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction of a New Baby University. After satisfactory negotiations, the District and Corgan Associates, Inc. has finalized the Agreement which is hereby presented to the Board for final Approval and Execution.

Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Estimated Construction Budget $6,800,000

ADMINISTRATIVE RECOMMENDATION: The Bond Selection Committee Recommends the Board to Approve & Execute the Agreement for Architectural Design and Engineering Services for Construction of a New Baby University with Corgan Associates, Inc.

RECOMMENDED BOARD ACTION: I Move that the Board Approve and Execute the Agreement for Architectural Design and Engineering Services for Construction of a New Baby University with Corgan Associates, Inc.

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date:9/18/2023

Topic: Consider Approval and Execute Agreement with Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction of a New Baby University (2023 Bond Funded)

Recommended Vendor(s)	Corgan Associates, Inc.
Contract Type (e.g. Co-op, RFP)	Contract #23B-02-600
Contract Term or One Time Purchase	One (1) year with the option to auto renew for four (4) additional one-year terms
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

JEROME PILGRIM
DIRECTOR OF PURCHASING

Randy Randle, President Board of Trustees
Date: _____

A.D. Jenkins, Secretary Board of Trustees
Date: _____

Magda Hernandez, Superintendent of Schools
Date: _____

Esther Kolni, General Counsel
Date: _____

Attachments:

1. Memo from Morad Zakhary and Fernando Natividad dated September 7, 2023
2. Agreement with Corgan Associates, Inc. to be Executed

IRVING Independent School District | Business Services

Date: September 7, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

THRU: Fernando Natividad, Chief Financial Officer
Jerome Pilgrim, Director of Purchasing

FROM: Morad Zakhary, Senior Bond Program Manager

Subject: Requesting the Board Approve and Execute the Agreement with Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction of a New Baby University (2023 Bond Funded)

On June 19, 2023, the Board Approved the Award for Architectural Design & Engineering Services for Construction of a New Baby University to Corgan Associates, Inc.

The Administration has successfully negotiated an Agreement with Corgan Associates, Inc. and is hereby presenting it to the Board for final approval and execution. Please refer to the attached Agreement between Irving ISD and Corgan Associates, Inc. presented for your signature.

1. The Estimated Construction Budget of $6,800,000

2. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

I recommend that the Board Approve and Execute the Agreement between Irving ISD and Corgan Associates, Inc. for Architectural Design and Engineering Services for Construction of a New Baby University. Please refer to Attachment 2 for your Execution and Signature.

MORAD ZAKHARY
SENIOR BOND PROGRAM MANAGER

JEROME PILGRIM
DIRECTOR OF PURCHASING

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

IRVING INDEPENDENT SCHOOL DISTRICT

ARCHITECT/ENGINEER AGREEMENT

FOR

Architectural Design and Engineering Services

WITH

Corgan Associates, Inc.

Contract No: 23B-02-600 Baby University

IRVING
Independent School District

ARCHITECT/ENGINEER AGREEMENT

Pursuant to Irving ISD RFQ #23B-02-600, this Architect/Engineer Agreement ("Agreement" or "Contract") is effective as of the date of the last signature of a party ("Effective Date"), by and between the Irving Independent School District, a body corporate, created under and by virtue of the laws of the State of Texas, (hereinafter referred to as "IISD", "District" or "Owner") and

Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202
Attn: Beverly Fornof

an individual, partnership, or corporation licensed to practice architecture in the State of Texas (hereinafter referred to as "A/E FIRM") for **Architectural Design and Engineering Services, as described herein, for the assigned 2023 Bond Program Project of the Baby University**.

The Agreement will be in effect for one (1) year, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms.

Now, therefore, IISD and A/E FIRM, for the consideration hereinafter set forth, agree as follows:

Definitions

Architect/Engineer (A/E FIRM): The individual, partnership or corporation named above, licensed to practice architecture in the State of Texas, and obligated to perform the services outlined in this Agreement.

Construction Budget: That portion of a Project Budget allocated for the Construction Cost of an individual project.

Construction Schedule: The schedule prepared by the General Contractor (GC) establishing completion dates for work activities in accordance with the Contract Documents.

Construction Contract: The agreement between IISD and the GC.

Design Guidelines: Written instructions to the PM, A/E FIRM, and consultants intended to establish standards for equipment, material and finish requirements provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing

by IISD.

Educational Facilities Specifications: Detailed description of individual space requirements addressing special utilities finishes and fixed equipment provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

General Contractor (GC): The organization responsible for construction of the Project according to the documents prepared under this Agreement.

Preliminary Program of Requirements (PPR): IISD's Program for a project, stating IISD's objectives, schedule, constraints, and criteria, including space requirements and relationships, special equipment, systems, and site requirements.

Program Manager (PM): The organization selected to represent IISD in managing a project. The PM shall perform the services pursuant to a separate agreement with IISD. Should IISD not use a third-party PM on this Project, then any reference to "PM" shall be deemed references to IISD.

Project: The specific work described in the Project Scope, specifications, and requirements.

Project Budget: Funds allocated for all costs associated with the Project.

Project Schedule: A schedule for the Project showing all activities and critical and milestone dates necessary to complete the Project within the allotted time.

Project Scope: A project scope shall include, but not be limited to, the written description of the Project, the PPR, Educational Facility Specifications, IISD Design and Construction Standards, and any other descriptions provided by IISD or the PM.

END OF SECTION

ARTICLE 1
A/E FIRM'S RESPONSIBILITIES

1.1 A/E FIRM's Services

1.1.1 Obligation
The A/E FIRM is obligated to provide the services to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement and all other documents constituting a Project Scope for a project assigned under this Agreement.

1.1.2 Standard of Care
The A/E FIRM shall exercise a degree of care and diligence in the performance of all services under this Agreement in accordance with prevailing professional standards in the industry, skilled in design for projects of similar scope, and all of the A/E FIRM's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work ("**Standard of Care**").

1.1.3 Time
Subject to the Standard of Care, The Project covered by this Agreement is subject to the time limitations contained in the Project's specifications, including the Project Scope and Project Schedule.

The A/E FIRM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Time limits established by the schedule of the Project shall not, except for reasonable cause, including but not limited to delays caused by third parties not under contract to A/E FIRM or A/E FIRM's consultants, subconsultants, or agents, be exceeded by the A/E FIRM.

1.1.4 A/E FIRM Professional Responsibility
A/E FIRM understands that while other members of the team (district staff, PM, GC) may suggest design ideas and components for the Project, these suggestions are to be, consistent with the Standard of Care, fully reviewed by the A/E FIRM and its consultants, and these suggestions do not relieve the A/E FIRM of its professional responsibility to IISD for the complete design of the Project. Further, to the extent such suggestions are incorporated into the design of the Project, A/E FIRM shall be responsible for the proper integration and coordination of all design changes. Notwithstanding the aforementioned, A/E FIRM shall not be responsible for a design idea or component for a project if A/E FIRM objects to same in writing and IISD chooses to move forward with the particular design idea or component that has been objected to by A/E FIRM in writing and receipt of the written objection has been acknowledged by IISD in writing.

1.1.5 Continuation of Services During Dispute

If there is a dispute between the A/E FIRM and IISD respecting any service provided or to be provided hereunder by the A/E FIRM, including a dispute as to whether such service is a Basic Service or Additional Service, the A/E FIRM agrees to continue providing on a timely basis all services to be provided by the A/E FIRM hereunder, including any service as to which there is a dispute. To the extent allowed by law, IISD shall also continue to satisfy its obligations hereunder during the pendency of any dispute.

1.1.6 Direction by IISD

A/E FIRM shall work with the PM, IISD representative, other IISD consultants, and staff as directed by IISD.

ARTICLE 2
SCOPE OF A/E FIRM BASIC SERVICES

2.1 General

2.1.1 Basic Services

The A/E FIRM's Basic Services consist of all of the services required to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement except the services identified as Additional Services. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The A/E FIRM shall contract and employ at its expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by IISD.

2.1.2 Designation of Principal

The A/E FIRM shall designate a principal of the firm reasonably satisfactory to IISD who shall, so long as employed by A/E FIRM and acceptable to IISD, remain in charge of architectural services through completion and be available for general consultation throughout a project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by IISD, prior to replacement.

2.1.3 Coordination of Drawing and Design Documentation

Except as otherwise expressly provided in 1.1.4 herein, and subject to the Standard of Care, A/E FIRM is responsible for a complete design of the Project and retention of all subconsultants necessary in connection therewith. A/E FIRM shall be responsible for the coordination of all drawings and design documents relating to A/E FIRM's design and used on the Project, regardless of whether such drawings and documents are prepared by A/E FIRM or one of its subconsultants. A/E FIRM shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through A/E

FIRM and by or through one of its subconsultants and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

2.1.4 Interface with Appropriate Authorities
The A/E FIRM shall assist IISD in fulfilling requirements set forth by appropriate authorities and/or funding agencies whose interest bears on the design, cost and/or construction of the Project.

2.1.5 Project Meetings
The A/E FIRM shall attend all Project meetings. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two (2) working days of the meeting. If requested by IISD, the A/E FIRM shall attend additional meetings as scheduled, to provide Project updates to the district and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.1.6 Hazardous Materials
Unless otherwise provided in this Agreement, the A/E FIRM shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. Should the A/E FIRM become aware of the presence of hazardous materials or toxic substances at the Project site, the A/E FIRM shall promptly notify IISD, the PM, and GC.

2.1.7 Scope of Services Change
The duties, responsibilities, and limitations of authority of the A/E FIRM may be reasonably restricted, modified or extended by IISD after the date of this Agreement, and if they are substantially restricted, modified, or extended, then the A/E FIRM's fixed compensation shall be equitably adjusted upward or downward as deemed appropriate by IISD.

2.2 Schematic Design Phase

2.2.1 Project Specific A/E FIRM Orientation
The A/E FIRM shall attend Project Orientation Meetings conducted by the PM. During the orientation, the PM shall review Project Scope and Project Schedule, which includes design phase milestones, and the Construction Budget.

2.2.2 Third Party Testing
The A/E FIRM shall advise IISD of any need or advisability of IISD's securing tests, analyses, studies, reports, or consultant's services, not to be otherwise provided by A/E FIRM, in connection with the development of the design and construction documents for the Project.

2.2.3 Existing Conditions/As-Built
The A/E FIRM shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The A/E FIRM shall document observable as-built conditions as required for the design of the Project

2.2.4 Scope Verification
The A/E FIRM shall familiarize itself with the site and review the PPR, Educational Facility Specifications, and Design Standards furnished by IISD to ascertain the requirements of the Project, and shall arrive at a mutual understanding of such requirements with IISD and the PM. The A/E FIRM shall consult, to the extent required by IISD, with authorized employees, agents, consultants and/or representatives of IISD relative to the design and construction of the Project and shall adhere to the furnished design considerations unless otherwise authorized by IISD in writing. The A/E FIRM shall verify availability of all utilities necessary for the Project.

2.2.5 Schedule Verification
The A/E FIRM shall provide advice to IISD regarding whether the Project Scope can be designed and constructed within the time limits outlined in the Project Schedule. IISD acknowledges that A/E FIRM is not a guarantor of GC's performance within the Project Schedule. The A/E FIRM shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

2.2.6 Budget Verification
The A/E FIRM shall provide expert advice to confirm that the Project Scope can be designed and constructed for the dollar amount of the Project Budget. IISD acknowledges that A/E FIRM is not a guarantor of GC's performance of a Project within the Project Budget.

2.2.7 Scope, Schedule, and Budget Reconciliation
The A/E FIRM shall work with IISD and the PM to reconcile any differences between IISD's Project Scope, Schedule, and Budget. Reconciliation of a project Scope, Schedule and Budget shall be made in terms of one another. All revisions shall require written approval of IISD.

2.2.8 Value Engineering

The A/E FIRM shall provide to IISD and the PM value engineering studies of major construction components during Schematic Design.

2.2.9 Schematic Design Documents

2.2.9.1 Based on the mutually agreed-upon Project Scope, Project Schedule, and Construction Budget requirements between A/E FIRM and IISD, or its designated representative, the A/E FIRM shall prepare, for approval by IISD, and the PM, Schematic Design Documents consisting of drawings and narrative descriptions necessary to describe the concept of a project. The Schematic Design Documents shall be provided to the PM for review. The PM shall provide recommendations to IISD regarding the documents. The Schematic Design Documents shall be approved in writing by the PM and IISD before being deemed acceptable.

2.2.9.2 Should there be substantial revisions to the Project Scope after the approval of schematic drawings, which changes substantially increase the scope of design services to be furnished hereunder, A/E FIRM shall so notify IISD, before proceeding with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval, all such additional work claims are hereby **WAIVED AND RELEASED** by A/E FIRM.

2.2.10 Schematic Design Cost and Time Estimates
The A/E FIRM shall provide a Schematic Design Estimate in Cost Model format at the conclusion of the Schematic Design phase. This Schematic Design Estimate shall be accompanied by a report to IISD identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

2.2.11 Schematic Design Presentations
The A/E FIRM shall present the Schematic Design to the PM and IISD in a format and forum as determined by IISD.

2.3 Design Development Phase

2.3.1 Design Development Documents
Upon receipt of written authorization to proceed and based on the approved Schematic Design Documents and comments from IISD and the PM and any adjustments authorized by IISD in the Project Scope, Project Schedule, or Construction Budget, the A/E FIRM shall prepare, for approval by IISD and the PM, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and such other elements as may be

appropriate. The Design Development Documents shall comply with the requirements of the PPR, Educational Facility Specifications, and IISD Design Standards. The documents shall be provided to the PM and IISD for review. The Design Development Documents must be approved in writing by the PM and IISD before being deemed acceptable.

2.3.2 Design Development Cost and Time Estimates

The A/E FIRM shall provide a Design Development Estimate in Cost Model format at the conclusion of the Design Development phase. This Design Development Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action if required. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.3.3 Design Development Design Calculations

If requested, the A/E FIRM shall submit reproduced copies of design calculations for all elements, components, and systems of the design to the PM and IISD at no additional cost to IISD.

2.3.4 Design Development Presentations

The A/E FIRM shall present the Design Development Work to IISD and the PM in a format and forum as determined by IISD.

2.3.5 Confirmation of Scope, Schedule, and Cost

The A/E FIRM shall, at the end of the Design Development Phase, document in writing that the drawings and outline specifications fulfill, to the best of the A/E FIRM's knowledge and belief, that the Project Scope requirements and that the construction can be completed for the Construction Budget amount, and within the Project Schedule; however, the A/E FIRM shall not be a guarantor of the GC's performance of the Project within the Construction Budget or within the Project Schedule. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for the Project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4 Construction Documents Phase

2.4.1 Construction Documents

Upon receipt of written authorization to proceed and based on the approved Design Development Documents and comments from the PM and IISD, such standards or special documents as may be furnished by IISD, and any further adjustments in the Project Scope or quality of the Project, or in the Construction Budget authorized by IISD, the A/E FIRM shall prepare, for approval by PM and IISD, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

The Construction Documents shall include working Drawings and Specifications developed to set forth in detail all aspects of design, and will be used for estimating the Construction Cost, securing bids for constructing the Project, and directing a GC in construction of the Project.

The A/E FIRM shall exercise usual and customary professional care, so the Construction Documents comply with the Project Scope and PPR, Educational Facility Specifications, IISD Design and Construction Standards, and with applicable laws, statutes, ordinances, and codes in effect at the time of their preparation. The Construction Documents shall be provided to the PM and IISD for review. The PM shall provide recommendations to IISD regarding the documents. The Construction Documents must be approved in writing by PM and IISD before being deemed acceptable.

2.4.2 Construction Documents Review

Construction Drawings and Specifications, or other Construction Documents submitted by the A/E FIRM to IISD and the PM for approval, or to any contractors for bidding or negotiation, shall be prepared in conformance to the usual and customary professional standard of care and comply with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by the A/E FIRM at the time of such submission. In addition, the A/E FIRM shall certify that the A/E FIRM has informed IISD of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for IISD at that point in time. The A/E FIRM shall submit to the PM and IISD for review and approval check sets of Construction Documents when these Documents are 60% and 100% complete. The 60% and 100% check sets of Construction Documents must be approved in writing by PM and IISD.

2.4.3 Bid Documents

The A/E FIRM shall assist the PM and IISD in preparing the necessary bidding information, bidding forms, and Conditions of the Contract, and any Special Conditions

as required for special Project requirements. In performing its work on bidding documents, A/E FIRM shall not designate items as "Owner Furnished" or "Owner Installed," that IISD intended to be included within the scope of the Construction Contract. All documents are subject to IISD approval.

2.4.4 Construction Documents Cost and Time Estimates

The A/E FIRM shall provide a 60% Construction Document Estimate in Cost Model format at completion of 60% of the Construction Document phase. This 60% Construction Document Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

The A/E FIRM shall provide a 100% Construction Document Estimate in Cost Model format at the conclusion of the 100% Construction Document phase. This 100% Construction Document Estimate shall be accompanied by a report to IISD, PM and Design Consultant, identifying variances with the original budget and making recommendations for appropriate corrective action, if required. The 100% Construction Document estimate shall be based on an update of the 60% Construction Document estimate. Unless otherwise directed by IISD, the A/E FIRM will not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4.5 Agency Review and Approval

The A/E FIRM shall affix professional architecture and engineering seals and signatures on all Construction Documents, including addenda, as required by Texas and local laws. The A/E FIRM shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.6 Permits

Upon completion and approval of Construction Documents, and prior to the release for bids, the A/E FIRM shall submit to the City, the State of Texas, and/or other permitting authorities the required number of sets of plans and specifications in order to expedite the process and time required for the successful bidding GC to secure the building permit(s). Revisions to the Construction Documents required for permitting shall be made by the A/E FIRM at no cost to IISD.

2.4.7 Construction Documents Design Calculations

The A/E FIRM shall submit to IISD and the PM copies of design calculations for all elements, components, and systems of the design.

2.4.8 Confirmation of Scope, Schedule, and Cost

The A/E FIRM shall, at the end of the Construction Documents Phase, confirm in writing

that, to the best of the A/E FIRM's knowledge, information and belief, the Drawings and Specifications fulfill a project Scope requirements and that the construction can be completed for the Construction Budget amount, and within the Project Schedule; however, the A/E FIRM shall not be a guarantor of the GC's performance of the Project within the Construction Budget or within the Project Schedule.

2.5 The Bidding Phase

2.5.1 Notices and Advertisements

The A/E FIRM shall assist IISD and the PM in preparing notices and advertisements to solicit bids or proposals for the Project.

2.5.2 Distribution of Bid Documents

The A/E FIRM shall assist IISD with distributing the required sets of Bid Documents or Requests for Proposals to IISD bidders and plan rooms specified by IISD.

2.5.3 Pre-bid Conference

The A/E FIRM shall attend the Pre-bid Conferences and assist the PM as directed. The A/E FIRM shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bid Documents to all prospective bidders in the form of addenda.

2.5.4 Addenda

The A/E FIRM shall prepare addenda, as required, during the bidding period as needed to explain or clarify the intent of the Construction Documents. The A/E FIRM shall also provide information to the PM and IISD on the effect of addenda on the Construction Cost and Project Schedule.

2.5.5 Bid Opening and Recommendations

The A/E FIRM shall assist IISD at the bid opening, analyze and evaluate bids or proposals as directed, and make recommendations to the PM and IISD.

2.5.6 Construction Contract

The A/E FIRM shall assist the PM and IISD in the preparation of the Construction Contract between IISD and GC.

2.5.7 Construction Set

The A/E FIRM shall assemble a set of Contract Drawings and Specifications, and/or other Documents prepared for construction that includes all revisions required after the Construction Documents were issued for bids. These revisions shall include all addenda, permit revisions, accepted alternates, value engineering, and negotiated revisions. The A/E FIRM shall provide the assembled documents to IISD in electronic

format (CAD and pdf files).

2.5.8 Notice to Proceed
If requested by IISD, the A/E FIRM shall prepare the Notice to Proceed for execution by IISD.

2.6 Construction Phase Services

2.6.1 Basic Services Period
The A/E FIRM's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Construction Contract and terminates one year after approval by IISD of the Final Certificate for Payment or LEED® Certification, whichever is later, unless extended by mutual agreement of the A/E FIRM and IISD.

2.6.2 Pre-Construction Conference
The A/E FIRM shall assist the PM in conducting a Pre-Construction Conference, to be attended by the GC, and IISD at its option, during which the Construction Documents, Project schedule, Project procedures and other pertinent issues shall be reviewed. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two (2) working days of the meeting

2.6.3 Project Meetings
The A/E FIRM shall attend scheduled construction progress meetings (as appropriate to the Project Scope and phase of the Work) conducted by the PM and attended by IISD at its option, as well as other parties. These meetings shall serve as a forum for the exchange of information and resolution of construction decisions and will be a point where construction progress is reviewed and noted. In addition, the A/E FIRM shall attend as scheduled meetings to provide Project updates to IISD and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.6.4 Contract Administration
The A/E FIRM shall cooperate with the PM in providing administration of the Construction Contracts as set forth in General Conditions of the Contracts for Construction together with, and as amended by other documents included or incorporated into the Construction Contract, except that any language in such other documents shall be consistent with this Agreement.

2.6.5 Owner's Representative
The A/E FIRM shall advise and consult with IISD and the PM during construction and until one year after the issuance of the Final Certificate for Payment and/or LEED® Certification, whichever is later. The A/E FIRM shall have authority to act on behalf of

IISD only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.6 Site Visits

The A/E FIRM and its consultants shall visit the Project site during stages of construction or as otherwise determined by IISD and A/E FIRM. The A/E FIRM shall become generally familiar with the progress and quality of the portion of the Work completed and determine if the Work observed is being performed in a manner indicating that, when fully completed, the Work will be in accordance with the Contract Documents. However, the A/E FIRM shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and the A/E FIRM shall not be a guarantor of the GC's performance.

On the basis of on-site observations as an architect, the A/E FIRM shall keep the PM and IISD informed of the progress and quality of the portion of the Work completed, and shall (1) report to the IISD and PM known deviations from the Contract Documents and from the most recent construction schedule submitted by the GC, and (2) prepare and submit a weekly detailed written report noting the progress and quality of the Work and any observed defects or deficiencies in the Work. The A/E FIRM shall require the consulting engineers and its other consultants to also make such on-site observations of the Work and provide written reports as construction progresses as required by the Standard of Care, but not less than two (2) site visits per month. The observations of consulting engineers shall be made as frequently as necessary to verify that construction is proceeding according to Construction Documents, but not less than one site visit per month. The consultants shall also make inspections at the time of Substantial Completion and Final Completion.

2.6.7 Construction Responsibilities

The A/E FIRM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The A/E FIRM shall not have control over or charge of acts or omissions of the GC, GC's Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.8 Rejection of Non-conforming Work

The A/E FIRM shall recommend to IISD and the PM the rejection of the Work observed which does not conform to the Construction Contract Documents. Whenever necessary, the A/E FIRM shall recommend to the PM special inspection or testing of the Work in accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.9 Schedule Reviews

The A/E FIRM shall assist the PM in evaluating and approving schedules provided by the GC.

2.6.10 Review and Certification of Payment
The A/E FIRM shall review and certify the GC's Applications for Payment, by providing information based on A/E FIRM's observations at the site, and A/E FIRM shall approve Applications for Payment.

2.6.11 Communication
Communications by and with the A/E FIRM's consultants shall be through the A/E FIRM.

2.6.12 Testing Report
The A/E FIRM shall analyze and make recommendations to the PM as to the acceptability of laboratory test reports and results.

2.6.13 Submittal Review

2.6.13.1 The A/E FIRM shall review and approve or take other appropriate action upon GC's submittals such as Shop Drawings, Product Data, and Samples, for the purpose of confirming design intent, including compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations and the requirements of the Construction Documents. A/E FIRM shall be responsible for determining what aspect of the Work shall be the subject of Shop Drawings and submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Contract Documents. The A/E FIRM's action shall be taken with such reasonable promptness as to cause no delay in the Work. Notwithstanding the foregoing, review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the GC's responsibility.

2.6.13.2 The A/E FIRM's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E FIRM, of any construction means, methods, techniques, sequences, or procedures. The A/E FIRM's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 Requests for Change
The A/E FIRM shall prepare requests for changes in the Work, including information necessary for evaluation of the request and the cause of the request. The A/E FIRM and consultants shall review and make recommendations to the PM on all proposed changes in the Work, including changes in the Construction Cost priced by the GC, and requests for changes in the Project Schedule.

2.6.15 Orders

2.6.15.1 The A/E FIRM shall prepare Change Orders and Construction Change Documents for IISD's approval and execution in accordance with the Construction Contract. The A/E FIRM may authorize minor changes in the Work not involving an adjustment in the Construction Contract Sum or an extension of the Construction Contract Time which are consistent with the intent of the Construction Contract Documents ("Contract Documents"). If necessary, the A/E FIRM shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.15.2 The A/E FIRM shall review properly prepared timely requests by IISD or GC for changes in the Work, including adjustments to the Construction Contract Sum or Construction Contract Time. Review of change proposals from contractors shall include an appropriate assessment by the A/E FIRM of proposed labor and material costs, including evaluating labor hours, labor rates, material quantities and unit prices, whenever feasible. A/E FIRM shall obtain documentation as necessary in order to complete the assessments. If the A/E FIRM determines that the requested changes in the Work are not materially different from the requirements of the Contract Documents, the A/E FIRM may issue an order for a minor change in the Work or recommend to IISD that the requested change be denied.

2.6.15.3 If the A/E FIRM determines that implementation of the requested changes would result in a material change to the Construction Contract that may cause an adjustment to the Construction Contract Time or Construction Contract Sum, the A/E FIRM shall make a recommendation to IISD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the GC, the A/E FIRM shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the A/E FIRM. With IISD's approval, the A/E FIRM shall prepare a Change Order or other appropriate documentation for IISD's execution or negotiation with the GC. The A/E FIRM shall maintain records relative to changes in the Work.

2.6.16 Interpretation of the Construction Contract Documents

2.6.16.1 Interpretation of Documents
The A/E FIRM shall interpret the Contract Documents and judge the performance thereunder by the GC, and A/E FIRM shall, within a reasonable time and in accordance with the Standard of Care, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. The A/E FIRM shall render its interpretations and clarifications in an expeditious manner so as to avoid unreasonable delay in the progress of the Work. The A/E FIRM's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and with concurrence of IISD. The A/E FIRM shall receive no additional compensation for providing clarification of the Drawings and Specifications.

2.6.16.2 Revisions to the Work
Revisions shall be made without adjustment to the compensation provided for hereunder, unless revisions and the cost adjustments associated therewith, are approved in writing by IISD and are not attributable to any error or omission of the A/E FIRM. Should there be substantial revisions after approval of the Project Scope, Project Scope, and schematic drawings, which substantially increases the Project Scope, A/E FIRM shall notify IISD before proceedings with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval from IISD, all such additional work claims are hereby **WAIVED AND RELEASED**.

2.6.17 Claims Recommendations
If so, requested by IISD, the A/E FIRM shall make recommendations on all claims of IISD or the GC relating to the execution and progress of the Work and on all other matters or questions related thereto. The A/E FIRM shall render written decisions within a reasonable time on all claims, disputes, or other matters in question if so, requested by IISD.

2.6.18 Material Substitutions
The A/E FIRM and the PM shall review and make recommendations to IISD as to the acceptability of substitutions of materials proposed by the GC. The recommendation shall include, but not be limited to the impact of the substitution on the Project Scope, Schedule, and Construction Cost. The materials substitution must be approved in writing by IISD before being deemed acceptable. If a change or substitution is proposed by IISD or the GC, through value engineering or otherwise, and the A/E FIRM has an objection to such change or substitution, the A/E FIRM shall expressly object in writing to such proposed change or substitution, setting forth the specific basis of its objections to such proposed change or substitution. If IISD then directs the A/E FIRM in writing to incorporate such proposed change or substitution into the Construction

Documents or directs or otherwise authorizes in writing the GC to perform such change or substitution without a revision in the Construction Documents over the A/E FIRM's objection, IISD agrees to accept these risks and the costs and consequences associated with them and shall, to the extent allowed by law, defend and indemnify A/E FIRM from any such claims arising out of any unapproved directive of substitution.

2.6.19 Checklist

Prior to issuing a Certificate of Substantial Completion, the A/E FIRM shall, with the assistance of the PM and IISD, prepare a checklist of incomplete Work and Work which does not conform to the Contract Documents. This list shall be attached to the Certificate of Substantial Completion and submitted to the GC to complete the Work, with copies forwarded to the PM and IISD.

2.6.20 Occupancy Permit

When requested by IISD, the A/E FIRM shall assist the GC in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project.

2.6.21 Accessibility Compliance Certificate

The A/E FIRM shall obtain the Accessibility Compliance Certificate when required for the Project. During the construction phase, the A/E FIRM shall obtain the services of a Registered Accessibility Specialist (RAS) when the Project is ready for accessibility inspection. The A/E FIRM shall accompany the RAS during the inspection. The A/E FIRM shall review the inspection report prepared by the RAS and advise the GC to correct non-complying items that are the responsibility of the GC. If the report identifies non-complying items that are the result of an A/E FIRM error or omission that falls below the Standard of Care, the A/E FIRM shall request pricing for the correction of the non-complying items. The A/E FIRM shall advise IISD of the cost of correction, and upon IISD's approval, the A/E FIRM shall prepare a change order to the Construction Contract. If necessary, the A/E FIRM shall make arrangements for extension of deadlines for compliance. After the A/E FIRM has verified that all corrections have been made, the A/E FIRM shall advise the RAS that the Project is ready for re-inspection. The A/E FIRM shall assist IISD in resolution of all non-complying items until such time that the Project has been found to be in substantial compliance of applicable accessibility standards by the Texas Department of Licensing and Regulation (TDLR) and a Notice of Substantial Compliance certificate is issued by TDLR for the Project.

2.6.22 Substantial Completion

In consultation with IISD and the PM, the A/E FIRM shall determine when the Project is substantially complete and issue a Certificate of Substantial Completion. At Substantial Completion, the A/E FIRM, IISD, and PM shall establish the date for Final Completion, including the submission of all closeout documents, warranties, and other documents, in the Project Manual, or as required by the Owner's auditors, which

date of Final Completion shall in no event be more than 60 days from the date of Substantial Completion.

2.6.23 As-built Documentation
The A/E FIRM and its consultants shall review monthly the GC's As-built drawings for accuracy and completeness, and shall report its findings to GC, the PM and IISD. The A/E FIRM shall maintain records of all issued revisions to the Contract Documents, including revisions that result from responses to requests for information from the GC.

2.6.24 Warranties and Operation and Maintenance Materials
The A/E FIRM shall review Warranties and Operations and Maintenance Materials provided to the A/E FIRM by the GC. The A/E FIRM shall notify the GC of any amendments or corrections to these materials necessary to meet the requirements of the Contract Documents. When complete, the A/E FIRM shall recommend acceptance of the materials and forward them to the PM.

2.6.25 Final Payment
The A/E FIRM shall, upon the GC's completion of the checklist items and in consultation with IISD and the PM, determine when the Project is finally completed. The A/E FIRM shall issue a final Certificate of Payment and shall provide to IISD a written recommendation regarding final payment.

2.6.26 Delivery of Drawings and Specifications
Subject to the condition precedent of payment for services performed through the date of the request for the Record Set of Documents, within sixty (60) days after date of Substantial Completion, A/E FIRM shall deliver to IISD electronic (CAD and pdf files) versions of construction drawings and specifications, including all A/E FIRM modifications made during construction, based on the As-Built set of drawings received from the GC.

2.6.27 LEED® Points
If LEED is applicable to the Project, the A/E FIRM shall review all requests to use alternatives or other changes to determine any impact on obtaining LEED® points. The A/E FIRM shall meet with the GC and IISD as appropriate to discuss any potential impacts.

2.7 Post Construction Phase Services

2.7.1 Warranty Period Services

The A/E FIRM and its consultants shall be available for consultation during the GC's Warranty Period.

2.7.2 Warranty Expiration Inspection
A/E FIRM shall inspect the Project no later than thirty (30) days prior to the expiration of the warranty period and prepare a checklist of items to be completed by the GC. The A/E FIRM shall forward the checklist to the GC to complete the work, with a copy to the PM and IISD.

2.8 Requirements as Basic Services for Projects that Include Additions, Rehabilitation and/or Repair-Replacement

2.8.1 On-Site Investigation
For projects involving additions to existing buildings, new construction at sites of existing facilities, rehabilitation, alteration, repair and/or replacement of existing construction, the Basic Services of the A/E FIRM shall include the necessary on-site investigations, measurements, and documentation of existing facilities and infrastructure as required; the review of existing documents, if any, of the existing facility; and comparison of actual construction with such documents and measurements and investigations as required to be, pursuant to the Standard of Care, informed on the observable portions of the existing improvements.

2.8.2 Additional Compensation
No additional fee will be authorized for job site observations and measurements of existing improvements by the A/E FIRM.

2.8.3 Contractor Verification of Existing Conditions
In the case of such projects, the A/E FIRM shall incorporate into the Construction Documents such requirements as will fix with the GC the responsibility to verify the accuracy of information provided for existing construction conditions, to verify existing conditions and promptly disclose in writing any variances and request directions, to verify the presence of underground utilities and improvements, and to protect existing facilities, including, but not limited to, data networks, intrusion alarms, surveillance systems, intercoms and other infrastructure, from damage resulting from construction operations.

ARTICLE 3
ADDITIONAL SERVICES OF THE A/E FIRM

3.1 Additional Services

Except as otherwise provided below, the following services of the A/E FIRM, when authorized in advance in writing by IISD, shall be considered Additional Services and paid for by IISD. Services not listed herein as Additional Services shall be considered Basic Services.

3.1.1 Special Analysis
Providing special analysis of IISD'S needs not otherwise included in Basic Services.

3.1.2 Studies
Providing comparative studies of prospective sites.

3.1.3 Surveys
Providing boundary and topographic surveys prepared by a licensed land surveyor.

3.1.4 Geotechnical Reports
Providing geotechnical soil borings, soil analysis and geotechnical reports prepared by a geotechnical engineer.

3.1.5 Traffic Studies
Providing a traffic study required for obtaining a building permit and/or as requested by IISD prepared by a licensed traffic engineer.

3.1.6 Additional Revisions Requested By Owner
Extensive revisions of Schematic, Design Development and Construction Documents previously approved in writing by IISD, when so directed in writing by IISD; provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by the A/E FIRM or when due to the fact that the lowest bona fide construction bid, or proposal exceeds the Construction Budget.

3.1.7 Regarding Damaged Work
Providing consultation concerning replacement of any Work damaged by fire and other causes during construction and furnishing professional services as may be required in connection with the replacement of such Work.

3.1.8 Services Regarding Default of GC
Providing professional services made necessary by substantial default of the GC in the performance of the Construction Contract.

3.1.9 Interior Design and Other Services Related to Furnishings
Providing interior design and other services required in connection with the selection of furniture and furnishings not included in the Construction Contract.

3.1.10 Order Preparation
Preparing change orders and related documents required by changes (whether increases or decreases) in the Project Scope as requested by IISD, and not due to the error or omission of the A/E FIRM, and when the volume of change orders substantially exceeds that which could be expected on a project of similar scope.

3.2 Services Due to Errors and Omissions by the A/E FIRM
Notwithstanding anything to the contrary expressed elsewhere in Article 3, no services made necessary, in whole or in part, by any fault or omissions of the A/E FIRM to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service under this Agreement.

3.3 Costs for Additional Services
For Additional Services provided by the A/E FIRM, which have been pre-approved in writing by IISD, IISD shall compensate the A/E FIRM on the hourly rate as described below:

(a) Principals' time shall be billed at a maximum of $135.00 per hour. No more than one Principal may be charged to the Project at any one time, unless specifically requested and approved by IISD. Principals under this Agreement shall be Susan Smith.

(b) A/E FIRM's technical staff, not including clerical staff or principals employed directly on the Project, shall be billed at 2.5 times Direct Personnel Expense. Direct Personnel Expense shall be defined as direct salary cost of the technical personnel engaged on the project (actual hourly salary paid). In no case shall the total hourly compensation rate for technical staff exceed the rate for Principal's time.

Unless otherwise agreed to in writing by IISD and A/E FIRM, compensation for Additional Services shall be in accordance with the rates set forth above.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 Project Requirements
IISD shall consult with the A/E FIRM regarding requirements for each Project, including IISD'S contemplated objectives, schedule constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements. IISD may satisfy its obligations under this Article 4 by or through the PM acting as a representative of IISD.

4.2 Owner's Designated Representative
IISD shall designate a Representative authorized to act on IISD's behalf with respect to the Project. IISD or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the A/E FIRM to avoid unreasonable delay in the orderly and sequential progress of the A/E FIRM's services. Such decisions, or the presence of such representative at the site, shall not at any time relieve the A/E FIRM, in whole or in part, from any duty or responsibility placed upon the A/E FIRM under the terms of this Agreement.

4.3 Surveys
IISD may elect to have the A/E FIRM obtain surveys as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish surveys. The surveys, obtained by the A/E FIRM or furnished by IISD, shall describe physical characteristics, legal limitations, and utility locations for the site of the Project, and include a written legal description of the site which shall be a part of this Agreement. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions (if available) and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to the Project benchmark.

4.4 Geotechnical Services
When the services of geotechnical engineers are reasonably required for the Project, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of geotechnical engineers. IISD's written approval is necessary before the services of geotechnical engineers can be enlisted. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional

recommendations. The A/E FIRM shall review the completeness and confirm in writing to IISD the sufficiency of the type of tests and information, whether furnished through the A/E FIRM or furnished by IISD.

4.5 Consulting Services

When the services of other consultants are reasonably required by the Project Scope and are requested by the A/E FIRM and approved for the Project by IISD, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of other consultants. IISD shall approve such consultants only if such consultants are not to be provided by A/E FIRM under this Agreement. IISD's written approval is necessary before the services of these other consultants can be enlisted.

4.6 Testing Services

IISD shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law. Should the A/E FIRM or its consultants at any time suspect the presence of asbestos or other hazardous material at the Project site or any related structure, the A/E FIRM shall notify the PM and IISD in writing immediately.

4.7 A/E FIRM Review of Information Provided by IISD

The services, information, surveys, and reports required by Articles 4.3 through 4.6 shall be furnished at IISD's expense, and, absent the negligence of A/E FIRM, the A/E FIRM shall be entitled to rely upon the information provided by IISD. The A/E FIRM shall provide timely review of such information, surveys and reports and advise IISD whether such data is sufficient for A/E FIRM to perform its services under this Agreement.

4.8 Forms and Contract Documents

IISD shall provide necessary forms of contracts, bonds, General, Supplementary and Special Conditions of the Construction Contract, advertisement for bids, request for proposals, and other forms IISD may deem appropriate.

4.9 No Waiver of Claim

Nothing in this Agreement, nor any act or failure to act on the part of IISD or the PM shall be construed as a waiver of a claim by IISD for any defects or deficiencies in the Drawings and Specifications, or for any other breach of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 Responsibility for Construction Cost

5.1.1 Basis for Construction Budget

A/E FIRM's evaluations of IISD's Project Budget and the A/E FIRM's preliminary estimates of Construction Cost and detailed estimates of Construction Cost, represent the A/E FIRM's best judgment as a design professional familiar with the construction industry and local market conditions. The A/E FIRM cannot and does not warrant or represent that bids or negotiated prices will not reasonably vary from the Owner's budget for the cost of the Work or from any estimate of the cost of the Work or evaluation prepared or agreed to by the A/E FIRM.

This Construction Budget shall not be exceeded unless the amount is approved by the IISD Board of Trustees and changed in writing by IISD. When multiple campuses or sites are included in the Project, the Construction Budget for each campus or site shall not be exceeded, except as provided in Section 9.1.2, unless approved by the IISD Board of Trustees and changed in writing by IISD.

5.1.2 Budget Exceeded by All Bids

If the Construction Budget is exceeded by the lowest bona fide bid or negotiated proposal, IISD may:

1. Cooperate in revising the Project Scope and/or quality as required to reduce the Construction Cost prior to rebidding. In this event, the A/E FIRM shall modify the Contract Documents without additional charge as necessary to comply with the Construction Budget.
2. Authorize rebidding or re-issuing for proposals of the Project within a reasonable time.
3. Increase the Construction Budget with IISD Board of Trustees; or
4. Abandon the Project and terminate in accordance with Article 7.

ARTICLE 6
USE OF A/E FIRM'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Drawings Specifications and Documents
Subject to the condition precedent of payment made in accordance with the Agreement for Services performed through the date of the request, the Drawings, Specifications, and other documents prepared by the A/E FIRM and A/E FIRM's consultants for the Project shall become the property of IISD, whether the Project is completed or not. IISD shall be furnished and permitted to retain reproducible copies and electronic versions of A/E FIRM's Drawings, Specifications, and other documents.

6.2 Use of Documents by IISD
The documents prepared by A/E FIRM may be used as a prototype for other facilities by IISD. IISD may elect to use the A/E FIRM to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the A/E FIRM is obligated to perform the work for an additional compensation that will fairly compensate the A/E FIRM and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If IISD elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect shall be entitled to use A/E FIRM's consultants on the same basis that A/E FIRM would have been entitled to use them for the work on the reuse of the prototype, and such architect shall be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and change order drawings in performing its work. The A/E FIRM will not be responsible for errors and omissions of a subsequent architect and will not be responsible for damages resulting from its own errors and omissions to the extent that the drawings result from a reuse by other professionals on a subsequent project. The A/E FIRM shall commit its consultants to the terms of Section 6.2.

6.3 Release of Documents upon Termination
In the event of termination of this Agreement for any reason, IISD shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project. In the event of termination of this Agreement for reason other than default by the A/E FIRM, IISD agrees to pay for Services performed through the date of termination in accordance with Section 7.2.2 below. The A/E FIRM shall be released from liability for the errors or omissions of a third-party in connection with the use of documents originally prepared by A/E FIRM in the event IISD elects to re-use such documents with an alternative architect after termination of this Agreement.

6.4 Use of Construction Drawings by A/E FIRM

Only the details of the drawings relating to this Project may be used by the A/E FIRM on other projects, but they shall not be used as a whole without written authorization by IISD. IISD furnished forms, conditions, and other written documents shall not be used on other projects by the A/E FIRM.

ARTICLE 7
TERMINATION

7.1 Termination for Cause by IISD

This Agreement may be terminated by IISD with cause upon not less than seven days written cure notice to the A/E FIRM. In the event A/E FIRM:

(a) fails in any respect to prosecute all or a material part of its work with promptness and diligence; or
(b) fails to perform or honor any of the material provisions in this Agreement; or
(c) becomes insolvent, bankrupt or is put into receivership; or
(d) fails to pay its sub consultants, vendors or others providing labor, materials, or services to a project, by through or under A/E FIRM when due; or
(e) is unable to meet the Owner's scheduling requirements for A/E FIRM's work in whole or in part,

then A/E FIRM, failing to cure, shall be in default and IISD may immediately terminate for cause and withhold any payment then due or becoming due to compensate IISD for any loss it incurs in relation to the default. Subject to the Standard of Care, in the event IISD incurs costs in excess of A/E FIRM's Agreement amount to complete A/E FIRM's work, then A/E FIRM shall compensate IISD for such shortfall upon demand.

7.2 Termination by IISD for Convenience

7.2.1 Timing

IISD may at any time, at will and without cause, terminate any part or all of the Agreement. Such termination for convenience shall be effective immediately by giving A/E FIRM written notice. A/E FIRM shall continue to prosecute any part of the Agreement not terminated. A/E FIRM shall require a comparable termination for convenience provision in all lower-tier subcontracts and agreements.

7.2.2 Payments

If IISD terminates any part or all of this Agreement for convenience, IISD shall incur no liability to A/E FIRM because of such termination, except that A/E FIRM may be entitled to payment for (i) Work properly executed in accordance with this Agreement prior to the effective date of the termination and for (ii) Reimbursable Expenses then due; provided, however, A/E FIRM must satisfy the other conditions precedent to payment

described in this Agreement. In no event shall A/E FIRM be entitled to any other cancellation costs, including but not limited to, special overhead, anticipated profits, or to any direct, indirect, incidental, or consequential damages.

7.3 Termination by A/E FIRM
If IISD substantially breaches this Agreement, then A/E FIRM may terminate this Agreement if A/E FIRM gives IISD written notice of the basis on which it seeks to terminate, and IISD has failed to commence to cure any such breach within 30 days of receipt of such notice.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Jurisdiction and Venue
This Agreement shall be construed, governed by, and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. Venue of any dispute related to this Agreement shall lie exclusively in Dallas County, Texas. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Dallas County, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue to resolve any dispute with respect to the Agreement.

8.2 Attorney Fees
In connection with IISD's defense of any suit against it and/or IISD's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the IISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, IISD shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

8.3 Nature of Binding Agreement Between Parties
IISD and the A/E FIRM each binds themselves, and their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, corporate officers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. A/E FIRM shall not assign, sublet, or transfer this Agreement without the written consent of IISD.

8.4 Entire and Integrated Agreement
This Agreement represents the entire and integrated agreement between IISD, and A/E Firm supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both IISD and A/E Firm. In the event that any terms or conditions in any Exhibit attached hereto directly or indirectly contradict or conflict with any terms or conditions in this Agreement, the terms

and conditions of this Agreement shall control.

8.5 No Contractual Relationship with a Third Party
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either IISD or A/E FIRM.

8.6 Format and Timely Performance

8.6.1 Format for Delivery of all Services
The format for delivery of all services associated with this Agreement will require expedient and timely response by the A/E FIRM and consultants to assure compliance with the Project Schedule.

8.6.2 Development and Maintenance of Schedules
The A/E FIRM and consultants shall be required to jointly develop and maintain schedules acceptable to IISD and the PM.

8.7 Compliance with Federal Requirements
In the event a federal grant or other federal financing participates in the funding of the Project, the A/E FIRM shall permit access to and grant any federal representatives the right to examine its books covering its work under this Agreement. The A/E FIRM shall comply with federal requirements as they relate to the Project.

To the extent that Federal Funds are utilized for payment under this Agreement, A/E FIRM agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). A/E FIRM shall complete the EDGAR A/E FIRM Certifications, which certifications are incorporated by reference herein, and shall ensure that such A/E FIRM Certifications are promptly updated as necessary during the term of this Agreement. Noncompliance or misrepresentation regarding the A/E FIRM Certifications may, in IISD's sole discretion, be grounds for immediate termination of this Agreement for cause.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this Project, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.8 Conflict of Interest
Any firm having common ownership with the A/E FIRM shall be prohibited from

providing architectural, engineering, or other design related services on, or the construction of, the Project. In addition, no employee of IISD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee of IISD participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This subsection is subject to provisions of the Texas Local Government Code at 171.002 et. seq., which require a public official with substantial interest in a business entity to file an affidavit stating the nature and extent of the interest and to abstain from a vote or decision on any matter involving the business entity.

8.9 Provision of Services in Compliance with Applicable Laws

The A/E FIRM hereby represents that the services provided hereunder shall be performed by, or under the direct supervision of, an A/E FIRM duly licensed pursuant to licensing laws, including but not limited to Chapter 1051, V.T.C.A. Occupations Code, Regulation of Architecture and Related Practices, and Chapter 1001, V.T.C.A. Occupations Code, Texas Engineering Practice Act, as applicable. Furthermore, A/E FIRM hereby agrees to exercise usual and customary professional care to provide all plans and specifications, drawings, and all other documents and services in compliance with applicable laws, statutes, building and zoning codes, ordinances, rules, and regulations generally and specifically related to public school districts, and with the aforementioned Chapters 1001 and 1051. Additionally, A/E FIRM confirms to IISD that the Construction Documents it provides IISD are consistent with the Standard of Care and are sufficient to direct a qualified and competent GC to construct a project in accordance with the scope IISD has provided the A/E FIRM.

8.10 Audit

A/E FIRM's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including bid recaps, original estimates; estimating work sheets; correspondence; back-charge logs and supporting documentation and any other supporting evidence deemed necessary by IISD to substantiate charges related to any matters related to the Agreement (including interviews with A/E FIRM's personnel and Professional Consultant personnel) shall be open to inspection and subject to audit and/or reproduction by IISD's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) A/E FIRM compliance with Agreement requirements; (ii) compliance with IISD's business ethics policies; and (iii) compliance with provisions for pricing or claims submitted by the A/E FIRM or any of its payees. IISD or its designee shall be afforded access to all of the A/E FIRM's records pursuant to the provisions of this Article throughout the term of this Agreement and for a period of five years after final payment, or longer if required by law, or until pending litigation has been completely and fully resolved, whichever occurs last.

8.11 Business Ethics
During the course of pursuing agreements, and the course of performance of this Agreement, A/E FIRM and its Professional Consultants and vendors shall maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of IISD, its contractors, consultants, or its Program Managers, or to family members of any of them. At any time, A/E FIRM believes there may have been a violation of this obligation, A/E FIRM shall notify IISD of the possible violation. IISD is entitled to request a representation letter from A/E FIRM, its Professional Consultants, or vendors at any time to disclose all things of value passing from A/E FIRM, its professional consultants, or vendors to IISD's personnel, its contractors, consultants, and Program Managers.

8.12 No Waiver of Immunity
IISD does not waive or relinquish any immunity or defense on behalf of itself and its officers, trustees, employees, and agents as a result of their execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, trustee, director, employee, or representative of IISD.

8.13 No Waiver
No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

8.14 National Criminal Background Checks
Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, A/E FIRM hereby certifies that it is or will become a qualified school contractor prior to performing any duties during which require A/E FIRM or its employees, subcontractors, and volunteers to have direct contract with students and that all employees, subcontractors and volunteers of the A/E FIRM who are hired by A/E FIRM on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. A/E FIRM must provide a list of the names and dates of birth of all employees who have passed the background check to IISD and IISD may run its own criminal background checks on employees of A/E FIRM at its discretion.

A/E FIRM must also provide assurances that it is a qualified school contractor and its employees, subcontractors, and volunteers, including those hired before January 1, 2008,

who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor, or volunteer of the A/E FIRM has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Agreement or cancel the Agreement. WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

District may terminate this Agreement for cause if the District determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction.

8.15 Debarment and Suspensions

A/E FIRM certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972, as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.16 Use of District Seal, Logo(s), or Phrases

The A/E FIRM shall not use the district's seal, logo(s), or any phrase associated with the district in any documents or deliverables without the written permission from the Board of Trustees, the Superintendent of Schools, or their designee.

8.17 Texas Public Information Act (TPIA)

A/E FIRM acknowledges that IISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, IISD is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the A/E FIRM has clearly marked as confidential and/or proprietary, IISD shall provide the A/E FIRM with the notices under the TPIA. A/E FIRM acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

8.18 Confidential Information
The A/E FIRM shall not disclose or permit the disclosure of any confidential information of IISD or created in connection with the Project, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

8.19 Enforceability of Provisions
If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be reformed to provide as close to the original intent of the provision as possible while still being enforceable. However, in the event such a reformation is not possible then (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part of this Agreement; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. In the event any law, ordinance, standard, specification, rule, or authority is referenced and/or incorporated herein, such reference shall be construed to be the law, ordinance, rule, or authority in effect at the time of performance of A/E FIRM's services or other obligation to which such law, ordinance, rule, or authority applies. Further, in the event that a provision of the contract conflicts in such a manner that the provision of the contract requires something impermissible according to any applicable law, ordinance, rule or authority, the Agreement shall be interpreted to give precedence to the applicable, law, ordinance, rule, or authority. An Agreement provision that requires the A/E FIRM to satisfy a higher level of performance or standard than a law, ordinance, rule, or authority shall be given precedence in interpreting the obligations of the A/E FIRM.

8.20 Sexual Harassment Forbidden
Sexual harassment of employees of the A/E FIRM or employees or students of IISD by employees of the A/E FIRM is strictly forbidden. Any employee of the A/E FIRM who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the A/E FIRM, including dismissal and IISD may request that any employee of A/E FIRM being investigated for sexual harassment be removed from any further activity or work on the Project until investigatory findings have been made by A/E FIRM, presented to IISD, and accepted as conclusory. Should IISD choose to continue with the Project in the absence of any employee of A/E Firm, it may request the exclusion of such employee from continued work on the Project or any future project of IISD and such exclusion shall not result in addition cost or expense to IISD.

8.21 Notice
Any notice required to be given relating to this Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United

States Postal Service, addressed to the other party at the following addresses. Either party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

To: **Corgan Associates, Inc.**
401 North Houston Street
Dallas, Texas 75202
Attn: Beverly Fornof

To: **Irving Independent School District**
2621 W. Airport Freeway
Irving, Texas 75062
Attn: Jerome Pilgrim

With a copy to:
Irving Independent School District
2621 W. Airport Freeway
Irving, Texas 75062
Attn: Esther Kolni, General Counsel

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

ARTICLE 9
PAYMENTS TO THE A/E FIRM

9.1 Invoicing & Payments

9.1.1 Invoicing and Payment

Payments on account of the A/E FIRM's Basic Services performed shall be upon submission of A/E FIRM's original signed invoice, limited to the proportion of services performed to date. In the event the A/E FIRM submits to IISD invoices, statements, reports, etc. that are incomplete, inaccurate, or in need of substantial internal research, such action could result in delay of payment. IISD shall not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the A/E FIRM.

Notwithstanding the above, IISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. No payments shall be made on invoices not listing an IISD Purchase Order number. Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods

or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit price as awarded.

All invoices must be sent to Irving ISD/Accounts Payable, PO Box 152637, Irving, TX 75015-2637. The following items are required by or must appear on all invoices submitted by A/E FIRM:

a. Invoice is to be "received" at the address indicated on the Purchase Order
b. Purchase Order Number is included on the invoice
c. Pricing on the invoice matches the price on the Purchase Order
d. A description of the goods or services provided, the purchase order number, invoice number and any applicable cash discount.
e. Quantities on the invoice do not exceed those specified on the Purchase Order
f. A unique invoice number is used for each billing
g. Merchandise has been shipped or services performed.
h. Description of goods and services on the invoice matches the description on the Purchase Order

9.1.2 Basic Services Compensation

The estimated Construction Budget for the Project is $6,800,000. For A/E FIRM's Basic Services provided for the Project, IISD shall compensate A/E FIRM in an amount equal to 6.5% of the Construction Budget, plus actual cost for consultants providing Additional Services. When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, or at IISD's sole discretion the Project Scope is increased or reduced from the scope of services described in Section 2.1.7, compensation for those portions of the Project shall be payable to the extent services have been performed by A/E FIRM, as determined by IISD.

For purposes of A/E FIRM's compensation, the Construction Budget shall not include the compensation of the A/E FIRM; the costs of the land, rights-of-way, financing, or contingencies for changes in the Project; or other costs that are the responsibility of IISD under the terms of the Agreement.

Notwithstanding anything in this Agreement to the contrary, any increases in the Construction Budget over one Hundred and fifty-thousand dollars ($150,000) ("**Substantial Increase**") must be approved by the IISD Board of Trustees. Any such Substantial Increase that may be agreed to by an IISD employee shall be null and void and shall not be binding on IISD. A/E FIRM shall not have a claim, either contractually or by quantum merit, for any services rendered prior to IISD Board of Trustee approval of a Substantial Increase. If the A/E FIRM attempts to receive or receives an agreement modification or amendment from a district employee who is not authorized to make such changes, the A/E FIRM does so at

its own risk or peril and risks termination of the Agreement for cause.

9.2 Payments on Account of Additional Services
Payments on account of the A/E FIRM's Additional Services, which are authorized in writing by IISD, shall be made monthly upon presentation of the A/E FIRM's statement of services rendered, and such supporting documentation as IISD may require. A/E FIRM expressly waives any right to payment for an item of Additional Services rendered if A/E FIRM does not give written notice of its claim for the services within ninety (90) days of the performance of the item it claims to be Additional Services.

9.3 Payments on Account of Reimbursable Expenses

9.4.1 Recovery of Reimbursable Expenses
The A/E FIRM shall be entitled to recover monthly for the expenses set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7, and 9.3.8 on the terms set out in those sections for the following expenses when necessarily incurred in performing services under this Agreement by A/E FIRM or its consultants. No other categories of expenses are reimbursable to A/E FIRM. The actual cost with applicable taxes only is allowed with no percentage for mark-up.

9.4.2 Transportation and Traveling Outside of Greater Dallas Area
Cost of transportation and living when traveling outside of the greater Dallas/Fort Worth area in connection with the Project, at IISD's request and authorization.

9.4.3 Production of Actual Construction Documents
Cost of reproduction for actual Construction Documents (plans, specifications, and addenda only for bidding and construction) and reproduction of required documents for formal submittal of Schematic Design and Design Development, and the cost of reproduction printing for 60% and 100% Construction Document check sets only as ordered by IISD, and cost of reproduction of IISD's drawings of existing structures. A/E FIRM shall utilize printing companies approved in advance by IISD in writing.

9.4.4 Models/Color Renderings
The expense of models or color renderings for IISD's use, if authorized in writing by IISD in a pre-determined lump sum amount.

9.4.5 Delivery Services
Reasonable costs of necessary delivery services in the Dallas/Fort Worth area.

9.4.6 State Accessibility Plan Review and Inspection
Cost of reproductions, application fees for approval of plans, and inspection fees for approval of construction paid to the Texas Department of Licensing and Regulation or a

Registered Accessibility Specialist.

9.4.7 Permit Fees and Permit Expediting
Cost of payment to City of Dallas/City of Irving plan checking department and/or plan/permit consulting service to expedite plan checking process, if deemed necessary by IISD, to achieve completion of an accelerated Project Schedule.

9.4.8 On-Line Charges
If applicable, cost of LEED® registration, application, and review fees for projects seeking LEED® certification. Prior written approval from IISD is required before incurring any additional cost associated with appealing a decision on an unapproved LEED® point.

9.4.9 Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that the Project is delayed or otherwise affected by A/E FIRM's failure to pay its consultants and/or contracted services in accordance with the contracts between A/E FIRM and its consultants, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.4.10 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.4.11 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

9.4 Payments Withheld

9.4.1 Deductions for Sums Withheld From General Contractor
No deductions shall be made from the A/E FIRM's compensation on account of penalty, liquidated damages or other sums withheld from payments to GCs.

9.4.2 IISD Not Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that the Project is delayed or otherwise affected by A/E FIRM's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.5 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.6 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

ARTICLE 10
BASIS OF COMPENSATION

IISD shall compensate the A/E FIRM as follows:

10.1 Basic Compensation

10.1.1 Basic Services
For A/E FIRM's Basic Services, as described in Article 2, compensation shall be the fixed amounts provided at Section 9.1.1. Notwithstanding the foregoing, A/E FIRM's compensation for Basic Services is subject to increase or decrease as per Section 9.1.2.

10.1.2 Services Related to Errors and Omissions
A/E FIRM shall promptly correct any defective designs or specifications furnished by, through or under the A/E FIRM at no cost to IISD. A/E FIRM's change order services relating to A/E FIRM errors and/or omissions are deemed to be part of the Basic Services and not Additional Services.

10.1.3 Offset Cost for Change Orders Related to A/E FIRM Errors, Acts and Omissions
IISD shall be entitled to offset against any sums otherwise due A/E FIRM, all costs of change orders caused by A/E FIRM's negligent errors, acts or omissions under the legal standards governing professional conduct of A/E FIRM. In the event such costs exceed any sums due A/E FIRM, the A/E FIRM shall be liable to IISD for all excess costs and will pay IISD upon demand.

10.2 Compensation for Additional Services

10.2.1 Additional Services
Unless otherwise agreed in writing, for Additional Services of the A/E FIRM shall be calculated as described in Article 3, excluding services of consultants described in 10.2.2, compensation shall be calculated for the reasonable amount of time necessarily spent in

accomplishing Additional Services which have been authorized by IISD at the rates identified in Section 3.3 of the Agreement.

10.2.2 Additional Services by Consultants
For Additional Services of consultants approved by IISD, the reasonable and necessary actual cost to A/E FIRM of the additional service provided by the consultants.

10.3 Compensation for Reimbursable Expenses
For Reimbursable Expenses approved in writing by IISD, the reasonable, necessary actual cost to the A/E FIRM of the items set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7 and 9.3.8.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Basic Insurance Requirements
The A/E FIRM shall carry insurance with responsible underwriters acceptable to IISD and with minimum limits of liability, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, claims for property damage; and claims arising out of the performance of professional services caused by any of his own negligent errors or omissions or negligent acts, or the negligent errors, omissions or acts of any person and/or consultant employed by A/E FIRM or by others for which A/E FIRM is legally liable. The A/E FIRM shall furnish certificates of insurance on state approved forms to IISD indicating compliance with this Section.

Type of Coverage

The architect shall secure professional liability insurance in a minimum amount of $1,000,000.00 from an insurer lawfully authorized to do business in the jurisdiction in which the Project is located and which shall apply to claims made with respect to this Project for negligent acts, errors or omissions of the architect, the architect's consultants, and agents and employees of any of them, subject to the standard terms and conditions of such policies, as acceptable to and approved by the Owner's Project Representative.

The architect shall furnish to the Owner's Project representative copies of Certificates of such Project professional liability insurance. The costs and premiums for such insurance will be at the expense of the architect. In addition
the architect may be asked to provide the following insurance coverage in the following amounts:

The insurance required shall be written by an insurance company having an A VIII

rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Commercial General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	$2,000,000
(b) Products Comp/Ops. Aggregate	$1,000,000
(c) Personal & Adv. Injury	$1,000,000
(d) Each Occurrence	$1,000,000
(e) Per Project Aggregate	$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	$1,000,000
(b) Disease-Policy Limit	$1,000,000
(c) Disease-Each Employee	$1,000,000

3. Automobile Liability:
(a) Owned/Non-owned and Hired — $1,000,000

4. Excess/Umbrella Liability:
(a) — $1,000,000

5. Architects/Engineers Professional:
(a) — $1,000,000

An "Original Certificate of Insurance" will evidence compliance with the insurance requirements and must be submitted with the packet.

Other insurance requirements as agreed upon in the contract addendum for each individual project.

A/E Firm shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to and approved by IISD.

11.2 Evidence of A/E FIRM Professional Liability Errors and Omissions Insurance
The A/E FIRM shall submit evidence at the time of execution of this Agreement that it has in full force and effect professional liability errors and omissions insurance. The

A/E FIRM shall maintain such insurance in full force and effect throughout the duration of this Agreement, and thereafter for a period of three years provided that such coverage is reasonably available at commercially affordable premiums. In the event that it becomes commercially infeasible to maintain it during the period required by this Agreement, A/E FIRM shall supply IISD with equivalent assurance to the required insurance acceptable to IISD.

11.3 Certificates of Insurance

The A/E FIRM shall furnish evidence to IISD of insurance in the form of state approved certificates from insurance carriers acceptable to IISD. Upon request, A/E FIRM shall provide IISD copies of all policies and endorsements applicable to this Agreement. Where possible, each policy shall be endorsed to provide that carrier will not cancel or non-renew coverage by endorsement without thirty days written notice to IISD. In the event there is a deductible on any policy, A/E FIRM shall furnish evidence that it is able to satisfy the deductible.

11.4 Additional Insured

A/E FIRM shall add IISD as an additional insured to any and all policies of insurance purchased by A/E FIRM, using an endorsement form at least as broad as CG 2026 1185, excepting workers' compensation and professional liability, whether or not such policies of insurance are required under this Agreement.

11.5 Waiver of Subrogation

All of A/E FIRM's policies shall state that they shall be primary and non-contributory to any and all IISD policies of insurance and shall be endorsed to waive subrogation, using an endorsement form at least as broad as CG 24 04 [Ed. 11-85].

11.6 Alternate Employer

IISD shall be added as an "alternate employer" on A/E FIRM's workers' compensation insurance.

11.7 Meeting of Minimum Insurance Requirement

Consultants to the A/E FIRM shall be required to show evidence of coverage of the types indicated above. The required minimum limits of liability of such coverage for consultants to the A/E FIRM shall be determined by the A/E FIRM and shall be subject to approval in writing by IISD and shall be commensurate with the type and level of involvement and service of the consultants to a project.

11.8 Indemnification

THE A/E FIRM SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS IISD AND EACH OF ITS RESPECTIVE PAST, PRESENT, AND FUTURE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, BOARD MEMBERS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES,

OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COST AND EXPENSES INCURRED BY INDEMNIFIED PARTIES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

NOTWITHSTANDING THE AFOREMENTIONED OR ANY OTHER PROVISION HEREIN TO THE CONTRARY, WITH RESPECT TO CLAIMS THAT FALL UNDER A/E FIRM'S PROFESSIONAL LIABILITY INSURANCE, THERE SHALL BE NO DUTY TO DEFEND, AND A/E FIRMS'S INDEMNITY OBLIGATION SHALL ONLY BE TO THE EXTENT OF ITS NEGLIGENCE. THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE IISD FROM SEEKING ITS REASONABLE ATTORNEYS' FEES AS PART OF THEIR DAMAGES WHERE AND TO THE EXTENT AWARDED BY A COURT OF COMPETENT JURISDICTION.

ARTICLE 12
SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Responsibility for Product Suitability
Any language, term, or condition of this Agreement to the contrary notwithstanding, with regard to new equipment, materials, and products (herein called products) required by the A/E FIRM's Construction Documents, it is understood the A/E FIRM is relying on stated and implied representations made by manufacturers, suppliers and installers of such products as being suitably fit for their intended purposes. The A/E FIRM is not responsible for the product's failure to perform consistent with those representations.

12.2 Responsibility of the A/E FIRM to IISD
The provisions of this agreement constitute the responsibilities and define the relationship of the Owner and the A/E FIRM.

12.3 Marketing
IISD gives A/E FIRM's communications representatives permission to externally promote and market the architectural design and/or services provided by the firm to media outlets, industry organizations and other external target audiences on a national and global scale. A/E FIRM's PR department shall coordinate efforts with IISD before commencing with communications strategies and no promotion or marketing materials referencing IISD or the projects contemplated by this Agreement shall be published without the explicit written permission of IISD.

IN WITNESS WHEREOF, THE IRVING INDEPENDENT SCHOOL DISTRICT has caused this Agreement to be signed by its Superintendent, duly authorized to execute same in its

IRVING
Independent School District

behalf by the Irving ISD Board of Trustees, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

ATTEST:
CORGAN ASSOCIATES, INC.

SUSAN SMITH
PRINCIPAL

Signature
08/29/2023

Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

MAGDA HERNANDEZ
SUPERINTENDENT OF SCHOOLS

Magda Hernandez
Signature
08-31-2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

RANDY RANDLE
PRESIDENT, BOARD OF TRUSTEES

Signature

Date

IRVING
Independent School District

ACTION ITEM – BIDS
9/18/2023

TOPIC: Consider Approval and Execute Agreement with WRA Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Crockett Middle School (2023 Bond Funded)

SUBMITTED BY: F. Natividad/G. Johnson/M. Zakhary

BACKGROUND: On June 19, 2023, the Board Approved the Recommendation to enter into Agreement with WRA Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Crockett Middle School. After satisfactory negotiations, the District and WRA Architects, Inc. has finalized the Agreement which is hereby presented to the Board for final Approval and Execution.

Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Estimated Construction Budget $102,000,000.00

ADMINISTRATIVE RECOMMENDATION: The Bond Selection Committee Recommends the Board to Approve & Execute the Agreement for Architectural Design and Engineering Services for Construction and Replacement of Crockett Middle School with WRA Architects, Inc.

RECOMMENDED BOARD ACTION: I Move that the Board Approve and Execute the Agreement for Architectural Design and Engineering Services for Construction and Replacement of Crockett Middle School with WRA Architects, Inc.

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date:9/18/2023

Topic: Consider Approval and Execute Agreement with WRA Architects, Inc. for Architectural and Engineering Services for Construction and Replacement of Crockett Middle School (2023 Bond Funded)

Recommended Vendor(s)	WRA Architects, Inc.
Contract Type (e.g. Co-op, RFP)	Contract #23B-02-600
Contract Term or One Time Purchase	One (1) year with the option to auto renew for four (4) additional one-year terms
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

JEROME PILGRIM
DIRECTOR OF PURCHASING

Randy Randle, President Board of Trustees

Date: _____

A.D. Jenkins, Secretary Board of Trustees

Date: _____

Magda Hernandez, Superintendent of Schools

Date: _____

Esther Kolni, General Counsel

Date: _____

Attachments:

1. Memo from Morad Zakhary and Fernando Natividad dated September 7, 2023
2. Agreement with WRA, Architects, Inc. to be Executed

IRVING
Independent School District
Purchasing

Date: September 7, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

THRU: Fernando Natividad, Chief Financial Officer
Jerome Pilgrim, Director of Purchasing

FROM: Morad Zakhary, Senior Bond Program Manager

Subject: Requesting the Board Approve and Execute the Agreement with WRA Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement Crockett Middle School (2023 Bond Funded)

On June 19, 2023, the Board Approved the Award for Architectural Design & Engineering Services for Construction and Replacement of Crockett Middle School to WRA Architects, Inc.

The Administration has successfully negotiated an Agreement with WRA Architects, Inc. and is hereby presenting it to the Board for final approval and execution. Please refer to the attached Agreement between Irving ISD and WRA Architects, Inc. presented for your signature.

1. The Estimated Construction Budget of $102,000,000

2. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

I recommend that the Board Approve and Execute the Agreement between Irving ISD and WRA Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Crockett Middle School. Please refer to Attachment 2 for your Execution and Signature.

MORAD ZAKHARY
SENIOR BOND PROGRAM MANAGER

JEROME PILGRIM
DIRECTOR OF PURCHASING

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

IRVING INDEPENDENT SCHOOL DISTRICT

ARCHITECT/ENGINEER AGREEMENT

FOR

Architectural Design and Engineering Services

WITH

WRA Architects, Inc.

Contract No: 23B-02-600 Crockett Middle School

IRVING
Independent School District

ARCHITECT/ENGINEER AGREEMENT

Pursuant to Irving ISD RFQ #23B-02-600, this Architect/Engineer Agreement ("Agreement" or "Contract") is effective as of the date of the last signature of a party to the Agreement ("Effective Date"), by and between the Irving Independent School District, a body corporate, created under and by virtue of the laws of the State of Texas, (hereinafter referred to as "IISD", "District" or "Owner") and

WRA Architects, Inc.
12377 Merit Drive, Suite 1800
Dallas, TX 75251
Attn: Roberto Ramirez
rramirez@wraarchitects.com

an individual, partnership, or corporation licensed to practice architecture in the State of Texas (hereinafter referred to as "A/E FIRM") for **Architectural Design and Engineering Services, as described herein, for the assigned 2023 Bond Program Project at Crockett Middle School**.

The Agreement will be in effect for one (1) year, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms.

Now, therefore, IISD and A/E FIRM, for the consideration hereinafter set forth, agree as follows:

Definitions

Architect/Engineer (A/E FIRM): The individual, partnership or corporation named above, licensed to practice architecture in the State of Texas, and obligated to perform the services outlined in this Agreement.

Construction Budget: That portion of a Project Budget allocated for the Construction Cost of an individual project.

Construction Schedule: The schedule prepared by the General Contractor (GC) establishing completion dates for work activities in accordance with the Contract Documents.

Construction Contract: The agreement between IISD and the GC.

Design Guidelines: Written instructions to the PM, A/E FIRM, and consultants intended to establish standards for equipment, material and finish requirements provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

Educational Facilities Specifications: Detailed description of individual space requirements addressing special utilities finishes and fixed equipment provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

General Contractor (GC): The organization responsible for construction of a Project according to the documents prepared under this Agreement.

Preliminary Program of Requirements (PPR): IISD's Program for a project, stating IISD's objectives, schedule, constraints, and criteria, including space requirements and relationships, special equipment, systems, and site requirements.

Program Manager (PM): The organization selected to represent IISD in managing a project. The PM shall perform the services pursuant to a separate agreement with IISD. Should IISD not use a third-party PM on this Project, then any reference to "PM" shall be deemed references to IISD.

Project: The specific work described in the Project Scope, specifications, and requirements.

Project Budget: Funds allocated for all costs associated with a Project.

Project Schedule: A schedule for a Project showing all activities and critical and milestone dates necessary to complete a Project within the allotted time.

Project Scope: A project scope shall include, but not be limited to, the written description of a Project, the PPR, Educational Facility Specifications, IISD Design and Construction Standards, and any other descriptions provided by IISD or the PM.

END OF SECTION

ARTICLE 1
A/E FIRM'S RESPONSIBILITIES

1.1 A/E FIRM's Services

1.1.1 Obligation
The A/E FIRM is obligated to provide the services to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement and all other documents constituting a Project Scope for a project assigned under this Agreement.

1.1.2 Standard of Care
The A/E FIRM shall exercise a degree of care and diligence in the performance of all services under this Agreement in accordance with prevailing professional standards in the industry, skilled in design for projects of similar scope, and all of the A/E FIRM's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

1.1.3 Time
The Project covered by this Agreement is subject to the time limitations contained in the Project's specifications, including the Project Scope and Project Schedule.

The A/E FIRM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Time limits established by the schedule of the Project shall not, except for reasonable cause, be exceeded by the A/E FIRM.

1.1.4 A/E FIRM Professional Responsibility
A/E FIRM understands that while other members of the team (district staff, PM, GC) may suggest design ideas and components for the Project, these suggestions are to be fully reviewed by the A/E FIRM and its consultants, and these suggestions do not relieve the A/E FIRM of its professional responsibility to IISD for the complete design of the Project. Further, to the extent such suggestions are incorporated into the design of the Project, A/E FIRM shall be responsible for the proper integration and coordination of all design changes.

1.1.5 Continuation of Services During Dispute
If there is a dispute between the A/E FIRM and IISD respecting any service provided or to be provided hereunder by the A/E FIRM, including a dispute as to whether such service is a Basic Service or Additional Service, the A/E FIRM agrees to continue providing on a

timely basis all services to be provided by the A/E FIRM hereunder, including any service as to which there is a dispute.

1.1.6 Direction by IISD
A/E FIRM shall work with the PM, IISD representative, other IISD consultants, and staff as directed by IISD.

ARTICLE 2
SCOPE OF A/E FIRM BASIC SERVICES

2.1 General

2.1.1 Basic Services
The A/E FIRM's Basic Services consist of all of the services required to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement except the services identified as Additional Services. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The A/E FIRM shall contract and employ at its expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by IISD.

The following consultants shall be included in A/E FIRM's Basic Services and will not be compensated as an Additional Service under Article 3 or as reimbursable expenses under Article 9 hereof.

Civil	Click Engineering
Structural	Alpha Consulting Engineers
MPE	Meza Engineering
Technology	True North Consulting Group
Roofing	Apex Roofing Technology
Landscape and Irrigation	CCA Landscaping

2.1.2 Designation of Principal
The A/E FIRM shall designate a principal of the firm reasonably satisfactory to IISD who shall, so long as employed by A/E FIRM and acceptable to IISD, remain in charge of architectural services through completion and be available for general consultation throughout a project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by IISD, prior to replacement.

2.1.3 Coordination of Drawing and Design Documentation
Except as otherwise expressly provided herein, A/E FIRM is responsible for a complete design of the Project and retention of all subcontractors necessary in connection therewith. A/E FIRM shall be responsible for the coordination of all drawings and design documents relating to A/E FIRM's design and used on the Project, regardless of whether such drawings and documents are prepared by A/E FIRM. A/E FIRM shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through A/E FIRM and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

2.1.4 Interface with Appropriate Authorities
The A/E FIRM shall assist IISD in fulfilling requirements set forth by appropriate authorities and/or funding agencies whose interest bears on the design, cost and/or construction of the Project.

2.1.5 Project Meetings
The A/E FIRM shall attend all Project meetings. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two working days of the meeting. If requested by IISD, the A/E FIRM shall attend additional meetings as scheduled to provide Project updates to the district and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.1.6 Hazardous Materials
Unless otherwise provided in this Agreement, the A/E FIRM shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. Should the A/E FIRM become aware of the presence of hazardous materials or toxic substances at the Project site, the A/E FIRM shall promptly notify IISD, the PM, and GC.

2.1.7 Scope of Services Change
The duties, responsibilities, and limitations of authority of the A/E FIRM may be reasonably restricted, modified or extended by IISD after the date of this Agreement, and if they are substantially restricted, modified, or extended, then the A/E FIRM's fixed compensation shall be equitably adjusted upward or downward as deemed appropriate by IISD.

2.2 Schematic Design Phase

2.2.1 Project Specific A/E FIRM Orientation

The A/E FIRM shall attend Project Orientation Meetings conducted by the PM. During the orientation, the PM shall review Project Scope and Project Schedule, which includes design phase milestones, and the Construction Budget.

2.2.2 Third Party Testing
The A/E FIRM shall advise IISD of any need or advisability of IISD's securing tests, analyses, studies, reports, or consultant's services, not to be otherwise provided by A/E FIRM, in connection with the development of the design and construction documents for the Project.

2.2.3 Existing Conditions/As-Built
The A/E FIRM shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The A/E FIRM shall document observable as-built conditions as required for the design of the Project

2.2.4 Scope Verification
The A/E FIRM shall familiarize itself with the site and review the PPR, Educational Facility Specifications, and Design Standards furnished by IISD to ascertain the requirements of the Project, and shall arrive at a mutual understanding of such requirements with IISD and the PM. The A/E FIRM shall consult, to the extent required by IISD, with authorized employees, agents, consultants and/or representatives of IISD relative to the design and construction of the Project and shall adhere to the furnished design considerations unless otherwise authorized by IISD in writing. The A/E FIRM shall verify availability of all utilities necessary for the Project.

2.2.5 Schedule Verification
The A/E FIRM shall confirm that the Project Scope can be designed and constructed within the time limits outlined in the Project Schedule. The A/E FIRM shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

2.2.6 Budget Verification
The A/E FIRM shall confirm that a project scope can be designed and constructed for the dollar amount of a project's Budget.

2.2.7 Scope, Schedule, and Budget Reconciliation
The A/E FIRM shall work with IISD and the PM to reconcile any differences between IISD's Project Scope, Schedule, and Budget. Reconciliation of a project Scope, Schedule and Budget shall be made in terms of one another. All revisions shall require written approval of IISD.

2.2.8 Value Engineering
The A/E FIRM shall provide to IISD and the PM value engineering studies of major construction components during Schematic Design.

2.2.9 Schematic Design Documents

2.2.9.1 Based on the mutually agreed-upon Project Scope, Project Schedule, and Construction Budget requirements between A/E FIRM and IISD, or its designated representative, the A/E FIRM shall prepare, for approval by IISD, and the PM, Schematic Design Documents consisting of drawings and narrative descriptions necessary to describe the concept of a project. The Schematic Design Documents shall be provided to the PM for review. The PM shall provide recommendations to IISD regarding the documents. The Schematic Design Documents shall be approved in writing by the PM and IISD before being deemed acceptable.

2.2.9.2 Should there be substantial revisions to the Project Scope after the approval of schematic drawings, which changes substantially increase the scope of design services to be furnished hereunder, A/E FIRM shall so notify IISD, before proceeding with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval, all such additional work claims are hereby **WAIVED AND RELEASED** by A/E FIRM.

2.2.10 Schematic Design Cost and Time Estimates
The A/E FIRM shall provide a Schematic Design Estimate in Cost Model format at the conclusion of the Schematic Design phase. This Schematic Design Estimate shall be accompanied by a report to IISD identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

2.2.11 Schematic Design Presentations
The A/E FIRM shall present the Schematic Design to the PM and IISD in a format and forum as determined by IISD.

2.3 Design Development Phase

2.3.1 Design Development Documents
Upon receipt of written authorization to proceed and based on the approved Schematic Design Documents and comments from IISD and the PM and any adjustments authorized by IISD in the Project Scope, Project Schedule, or Construction Budget, the A/E FIRM shall prepare, for approval by IISD and the PM, Design Development Documents

consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and such other elements as may be appropriate. The Design Development Documents shall comply with the requirements of the PPR, Educational Facility Specifications, and IISD Design Standards. The documents shall be provided to the PM and IISD for review. The Design Development Documents must be approved in writing by the PM and IISD before being deemed acceptable.

2.3.2 Design Development Cost and Time Estimates

The A/E FIRM shall provide a Design Development Estimate in Cost Model format at the conclusion of the Design Development phase. This Design Development Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action if required. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.3.3 Design Development Design Calculations

If requested, the A/E FIRM shall submit reproduced copies of design calculations for all elements, components, and systems of the design to the PM and IISD at no additional cost to IISD.

2.3.4 Design Development Presentations

The A/E FIRM shall present the Design Development Work to IISD and the PM in a format and forum as determined by IISD.

2.3.5 Confirmation of Scope, Schedule, and Cost

The A/E FIRM shall, at the end of the Design Development Phase, document in writing that the drawings and outline specifications fulfill, to the best of the A/E FIRM's knowledge and belief, that the Project Scope requirements and that the construction can be completed for the Construction Budget amount, and within the Project Schedule. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for the Project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4 Construction Documents Phase

2.4.1 Construction Documents

Upon receipt of written authorization to proceed and based on the approved Design Development Documents and comments from the PM and IISD, such standards or special documents as may be furnished by IISD, and any further adjustments in a Project Scope or quality of the Project, or in the Construction Budget authorized by IISD, the A/E FIRM shall prepare, for approval by PM and IISD, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

The Construction Documents shall include working Drawings and Specifications developed to set forth in detail all aspects of design, and will be used for estimating the Construction Cost, securing bids for constructing the Project, and directing a GC in construction of the Project.

The A/E FIRM shall exercise usual and customary professional care to see to it that the Construction Documents comply with the Project Scope and PPR, Educational Facility Specifications, IISD Design and Construction Standards, and with applicable laws, statutes, ordinances, and codes in effect at the time of their preparation. The Construction Documents shall be provided to the PM and IISD for review. The PM shall provide recommendations to IISD regarding the documents. The Construction Documents must be approved in writing by PM and IISD before being deemed acceptable.

2.4.2 Construction Documents Review

Construction Drawings and Specifications, or other Construction Documents submitted by the A/E FIRM to IISD and the PM for approval, or to any contractors for bidding or negotiation, shall be prepared in conformance to the usual and customary professional standard of care to the end that they adequately describe and specify the Project to be built, to a contractor who will be selected to build a project, and comply with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by the A/E FIRM at the time of such submission. In addition, the A/E FIRM shall certify that the A/E FIRM has informed IISD of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for IISD at that point in time. The A/E FIRM shall submit to the PM and IISD for review and approval check sets of Construction Documents when these Documents are 60% and 100% complete. The 60% and 100% check sets of Construction Documents must be approved in writing by PM and IISD.

2.4.3 Bid Documents

The A/E FIRM shall assist the PM and IISD in preparing the necessary bidding

information, bidding forms, and Conditions of the Contract, and any Special Conditions as required for special Project requirements. In performing its work on bidding documents, A/E FIRM shall exercise diligence to assure that no items are designated as "Owner Furnished" or "Owner Installed," that IISD intended to be included within the scope of the Construction Contract. All documents are subject to IISD approval.

2.4.4 Construction Documents Cost and Time Estimates

The A/E FIRM shall provide a 60% Construction Document Estimate in Cost Model format at completion of 60% of the Construction Document phase. This 60% Construction Document Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

The A/E FIRM shall provide a 100% Construction Document Estimate in Cost Model format at the conclusion of the 100% Construction Document phase. This 100% Construction Document Estimate shall be accompanied by a report to IISD, PM and Design Consultant, identifying variances with the original budget and making recommendations for appropriate corrective action, if required. The 100% Construction Document estimate shall be based on an update of the 60% Construction Document estimate. Unless otherwise directed by IISD, the A/E FIRM will not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4.5 Agency Review and Approval

The A/E FIRM shall affix professional architecture and engineering seals and signatures on all Construction Documents, including addenda, as required by Texas and local laws. The A/E FIRM shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.6 Permits

Upon completion and approval of Construction Documents, and prior to the release for bids, the A/E FIRM shall submit to the City, the State of Texas, and/or other permitting authorities the required number of sets of plans and specifications in order to expedite the process and time required for the successful bidding GC to secure the building permit(s). Revisions to the Construction Documents required for permitting shall be made by the A/E FIRM at no cost to IISD.

2.4.7 Construction Documents Design Calculations

The A/E FIRM shall submit to IISD and the PM copies of design calculations for all

elements, components, and systems of the design.

2.4.8 Confirmation of Scope, Schedule, and Cost
The A/E FIRM shall, at the end of the Construction Documents Phase, confirm in writing that, to the best of the A/E FIRM's knowledge, information and belief, the Drawings and Specifications fulfill the Project Scope requirements, and that the construction can be completed for the Construction Budget amount, and within the Project Schedule.

2.5 The Bidding Phase

2.5.1 Notices and Advertisements
The A/E FIRM shall assist IISD and the PM in preparing notices and advertisements to solicit bids or proposals for the Project.

2.5.2 Distribution of Bid Documents
The A/E FIRM shall assist IISD with distributing the required sets of Bid Documents or Requests for Proposals to IISD bidders and plan rooms specified by IISD.

2.5.3 Pre-bid Conference
The A/E FIRM shall attend the Pre-bid Conferences and assist the PM as directed. The A/E FIRM shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bid Documents to all prospective bidders in the form of addenda.

2.5.4 Addenda
The A/E FIRM shall prepare addenda, as required, during the bidding period as needed to explain or clarify the intent of the Construction Documents. The A/E FIRM shall also provide information to the PM and IISD on the effect of addenda on the Construction Cost and Project Schedule.

2.5.5 Bid Opening and Recommendations
The A/E FIRM shall assist IISD at the bid opening, analyze and evaluate bids or proposals as directed, and make recommendations to the PM and IISD.

2.5.6 Construction Contract
The A/E FIRM shall assist the PM and IISD in the review of the Construction Contract between IISD and GC.

2.5.7 Construction Set
The A/E FIRM shall assemble a set of Contract Drawings and Specifications, and/or

other Documents prepared for construction that includes all revisions required after the Construction Documents were issued for bids. These revisions shall include all addenda, permit revisions, accepted alternates, value engineering, and negotiated revisions. The A/E FIRM shall provide the assembled documents to IISD in electronic format (CAD and pdf files).

2.5.8 Notice to Proceed
If requested by IISD, the A/E FIRM shall prepare the Notice to Proceed for execution by IISD.

2.6 Construction Phase Services

2.6.1 Basic Services Period
The A/E FIRM's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Construction Contract and terminates one year after approval by IISD of the Final Certificate for Payment or LEED® Certification, whichever is later, unless extended by mutual agreement of the A/E FIRM and IISD.

2.6.2 Pre-Construction Conference
The A/E FIRM shall assist the PM in conducting a Pre-Construction Conference, to be attended by the GC, and IISD at its option, during which the Construction Documents, Project schedule, Project procedures and other pertinent issues shall be reviewed. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two working days of the meeting.

2.6.3 Project Meetings
The A/E FIRM shall attend scheduled construction progress meetings (as appropriate to the Project Scope and phase of the work) conducted by the PM and attended by IISD at its option, as well as other parties. These meetings shall serve as a forum for the exchange of information and resolution of construction decisions and will be a point where construction progress is reviewed and noted. In addition, the A/E FIRM shall attend as scheduled meetings to provide Project updates to IISD and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.6.4 Contract Administration
The A/E FIRM shall cooperate with the PM in providing administration of the Construction Contracts as set forth in General Conditions of the Contracts for Construction together with, and as amended by other documents included or

incorporated into the Construction Contract.

2.6.5 Owner's Representative
The A/E FIRM shall advise and consult with IISD and the PM during construction and until one year after the issuance of the Final Certificate for Payment and/or LEED® Certification, whichever is later. The A/E FIRM shall have authority to act on behalf of IISD only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.6 Quality Assurance
The A/E FIRM and its consultants shall visit the Project site during stages of construction or as otherwise determined by IISD and A/E FIRM. The A/E FIRM shall become generally familiar with the progress and quality of the Work completed and determine if the Work is being performed in accordance with the Contract Documents. However, the A/E FIRM shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

On the basis of on-site observations as an architect, the A/E FIRM shall keep the PM and IISD informed of the progress and quality of the Work and shall endeavor to guard IISD against defects and deficiencies in the Work. The A/E FIRM shall promptly submit to the PM a weekly detailed, written report subsequent to each such on-site visit, noting the progress and quality of the Work, and any observed defects or deficiencies in the Work. The A/E FIRM shall require the consulting engineers and its other consultants to make on-site observations of the Work and provide written reports as construction progresses. The observations of consulting engineers shall be made as frequently as necessary to verify that construction is proceeding according to Construction Documents, but not less than one site visit per month. The consultants shall also make inspections at the time of Substantial Completion and Final Completion.

2.6.7 Construction Responsibilities
The A/E FIRM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The A/E FIRM shall not have control over or charge of acts or omissions of the GC, GC's Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.8 Rejection of Non-conforming Work
The A/E FIRM shall recommend to IISD and the PM the rejection of work which does not conform to the Construction Contract Documents. Whenever necessary, the A/E FIRM shall recommend to the PM special inspection or testing of the Work in

accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.9 Schedule Reviews
The A/E FIRM shall assist the PM in evaluating and approving schedules provided by the GC.

2.6.10 Review and Certification of Payment
The A/E FIRM shall review and certify the GC's Applications for Payment, by providing information based on A/E FIRM's observations at the site, and A/E FIRM shall approve Applications for Payment.

2.6.11 Communication
Communications by and with the A/E FIRM's consultants shall be through the A/E FIRM.

2.6.12 Testing Report
The A/E FIRM shall analyze and make recommendations to the PM as to the acceptability of laboratory test reports and results.

2.6.13 Submittal Review

2.6.13.1 The A/E FIRM shall review and approve or take other appropriate action upon GC's submittals such as Shop Drawings, Product Data, and Samples, for the purpose of (1) assuring compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) assuring that the Work affected by and represented by such submittals is in compliance with the requirements of the Construction Contract Documents. A/E FIRM shall be responsible for determining what aspect of the Work shall be the subject of Shop Drawings and submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Contract Documents. The A/E FIRM's action shall be taken with such reasonable promptness as to cause no delay in the Work.

2.6.13.2 The A/E FIRM's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E FIRM, of any construction means, methods, techniques, sequences, or procedures. The A/E FIRM's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 Requests for Change
The A/E FIRM shall prepare requests for changes in the Work, including information necessary for evaluation of the request and the cause of the request. The A/E FIRM

and consultants shall review and make recommendations to the PM on all proposed changes in the Work, including changes in the Construction Cost priced by the GC, and requests for changes in the Project Schedule.

2.6.15 Orders

2.6.15.1 The A/E FIRM shall prepare Change Orders and Construction Change Documents for IISD's approval and execution in accordance with the Construction Contract. The A/E FIRM may authorize minor changes in the Work not involving an adjustment in the Construction Contract Sum or an extension of the Construction Contract Time which are consistent with the intent of the Construction Contract Documents ("**Contract Documents**"). If necessary, the A/E FIRM shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.15.2 The A/E FIRM shall review properly prepared timely requests by IISD or GC for changes in the Work, including adjustments to the Construction Contract Sum or Construction Contract Time. Review of change proposals from Contractors shall include an appropriate assessment by the A/E FIRM of proposed labor and material costs, including evaluating labor hours, labor rates, material quantities and unit prices, whenever feasible. A/E FIRM shall obtain documentation as necessary in order to complete the assessments. If the A/E FIRM determines that the requested changes in the Work are not materially different from the requirements of the Contract Documents, the A/E FIRM may issue an order for a minor change in the Work or recommend to IISD that the requested change be denied.

2.6.15.3 If the A/E FIRM determines that implementation of the requested changes would result in a material change to the Construction Contract that may cause an adjustment to the Construction Contract Time or Construction Contract Sum, the A/E FIRM shall make a recommendation to IISD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the GC, the A/E FIRM shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the A/E FIRM. With IISD's approval, the A/E FIRM shall prepare a Change Order or other appropriate documentation for IISD's execution or negotiation with the GC. The A/E FIRM shall maintain records relative to changes in the Work.

2.6.16 Interpretation of the Construction Contract Documents

2.6.16.1 Interpretation of Documents

The A/E FIRM shall interpret the Contract Documents and judge the performance thereunder by the GC, and A/E FIRM shall, within a reasonable time, but in any event so as to avoid any delay in the progress of the Work, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. The A/E FIRM's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and with concurrence of IISD. The A/E FIRM shall receive no additional compensation for providing clarification of the Drawings and Specifications.

2.6.16.2 Revisions to the Work

Revisions shall be made without adjustment to the compensation provided for hereunder, unless revisions and the cost adjustments associated therewith, are approved in writing by IISD and are not attributable to any error or omission of the A/E FIRM. Should there be substantial revisions after approval of the Project Scope, Project Scope, and schematic drawings, which substantially increases the Project Scope, A/E FIRM shall notify IISD before proceedings with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval from IISD, all such additional work claims are hereby **WAIVED AND RELEASED**.

2.6.17 Claims Recommendations

If so, requested by IISD, the A/E FIRM shall make recommendations on all claims of IISD or the GC relating to the execution and progress of the Work and on all other matters or questions related thereto. The A/E FIRM shall render written decisions within a reasonable time on all claims, disputes, or other matters in question if so, requested by IISD.

2.6.18 Material Substitutions

The A/E FIRM and the PM shall review and make recommendations to IISD as to the acceptability of substitutions of materials proposed by the GC. The recommendation shall include, but not be limited to the impact of the substitution on the Project Scope, Schedule, and Construction Cost. The materials substitution must be approved in writing by IISD before being deemed acceptable.

2.6.19 Checklist

Prior to issuing a Certificate of Substantial Completion, the A/E FIRM shall, with the assistance of the PM and IISD, prepare a checklist of incomplete work and work which

does not conform to the Contract Documents. This list shall be attached to the Certificate of Substantial Completion and submitted to the GC to complete the Work, with copies forwarded to the PM and IISD.

2.6.20 Occupancy Permit

When requested by IISD, the A/E FIRM shall assist the GC in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project.

2.6.21 Accessibility Compliance Certificate

The A/E FIRM shall obtain the Accessibility Compliance Certificate when required for the Project. During the construction phase, the A/E FIRM shall obtain the services of a Registered Accessibility Specialist (RAS) when the Project is ready for inspection. The A/E FIRM shall accompany the RAS during the inspection. The A/E FIRM shall review the inspection report prepared by the RAS and advise the GC to correct non-complying items that are the responsibility of the GC. If the report identifies non-complying items that are the result of an A/E FIRM error or omission, the A/E FIRM shall request pricing for the correction of the non-complying items. The A/E FIRM shall advise IISD of the cost of correction, and upon IISD's approval, the A/E FIRM shall prepare a change order to the Construction Contract. If necessary, the A/E FIRM shall make arrangements for extension of deadlines for compliance. After the A/E FIRM has verified that all corrections have been made, the A/E FIRM shall advise the RAS that the Project is ready for re-inspection. The A/E FIRM shall assist IISD in resolution of all non- complying items until such time that the Project has been found to be in substantial compliance of applicable accessibility standards by the Texas Department of Licensing and Regulation (TDLR) and a Notice of Substantial Compliance certificate is issued by TDLR for the Project.

2.6.22 Substantial Completion

In consultation with IISD and the PM, the A/E FIRM shall determine when the Project is substantially complete and issue a Certificate of Substantial Completion. At Substantial Completion, the A/E FIRM, IISD, and PM shall establish the date for Final Completion, including the submission of all closeout documents, warranties, and other documents, in the Project Manual, or as required by the Owner's auditors, which date of Final Completion shall in no event be more than 60 days from the date of Substantial Completion.

2.6.23 As-built Documentation

The A/E FIRM and its consultants shall review monthly the GC's As-built drawings for accuracy and completeness, and shall report its findings to GC, the PM and IISD. The A/E FIRM shall maintain records of all issued revisions to the Contract Documents,

including revisions that result from responses to requests for information from the GC.

2.6.24 Warranties and Operation and Maintenance Materials
The A/E FIRM shall review Warranties and Operations and Maintenance Materials provided to the A/E FIRM by the GC. The A/E FIRM shall notify the GC of any amendments or corrections to these materials necessary to meet the requirements of the Contract Documents. When complete, the A/E FIRM shall recommend acceptance of the materials and forward them to the PM.

2.6.25 Final Payment
The A/E FIRM shall, upon the GC's completion of the checklist items and in consultation with IISD and the PM, determine when the Project is finally completed. The A/E FIRM shall issue a final Certificate of Payment and shall provide to IISD a written recommendation regarding final payment.

2.6.26 Delivery of Drawings and Specifications
Within sixty (60) days after date of Substantial Completion, A/E FIRM shall deliver to IISD electronic (CAD and pdf files) versions of construction drawings and specifications, including all A/E FIRM modifications made during construction.

2.6.27 LEED® Points
If LEED is applicable to the Project, the A/E FIRM shall review all requests to use alternatives or other changes to determine any impact on obtaining LEED® points. The A/E FIRM shall meet with the GC and IISD as appropriate to discuss any potential impacts.

2.7 Post Construction Phase Services

2.7.1 Warranty Period Services
The A/E FIRM and its consultants shall be available for consultation during the GC's Warranty Period.

2.7.2 Warranty Expiration Inspection
A/E FIRM shall inspect the Project no later than thirty (30) days prior to the expiration of the warranty period and prepare a checklist of items to be completed by the GC. The A/E FIRM shall forward the checklist to the GC to complete the work, with a copy to the PM and IISD.

2.8 Requirements as Basic Services for Projects that Include Additions, Rehabilitation and/or Repair-Replacement

2.8.1 On-Site Investigation
For projects involving additions to existing buildings, new construction at sites of existing facilities, rehabilitation, alteration, repair and/or replacement of existing construction, the Basic Services of the A/E FIRM shall include the necessary on-site investigations, measurements, and documentation of existing facilities and infrastructure as required; the review of as-built documents, if any, of the existing facility; and comparison of actual construction with such documents and measurements and investigations as required to be fully informed on the observable portions of the existing improvements.

2.8.2 Additional Compensation
No additional fee will be authorized for job site observations and measurements of existing improvements by the A/E FIRM.

2.8.3 Contractor Verification of Existing Conditions
In the case of such projects, the A/E FIRM shall incorporate into the Construction Documents such requirements as will fix with the GC the responsibility to verify the accuracy of information provided for existing construction conditions, to verify existing conditions and promptly disclose in writing any variances and request directions, to verify the presence of underground utilities and improvements, and to protect existing facilities, including, but not limited to, data networks, intrusion alarms, surveillance systems, intercoms and other infrastructure, from damage resulting from construction operations.

ARTICLE 3
ADDITIONAL SERVICES OF THE A/E FIRM

3.1 Additional Services
The following services of the A/E FIRM, when authorized in advance in writing by IISD, shall be considered Additional Services to be paid for by IISD. Services not listed herein as Additional Services shall be considered Basic Services.

3.1.1 Special Analysis
Providing special analysis of IISD'S needs not otherwise included in Basic Services.

3.1.2 Studies
Providing comparative studies of prospective sites.

3.1.3 Surveys
Providing boundary and topographic surveys prepared by a licensed land surveyor.

3.1.4 Geotechnical Reports
Providing geotechnical soil borings, soil analysis and geotechnical reports prepared by a geotechnical engineer.

3.1.5 Traffic Studies
Providing a traffic study required for obtaining a building permit and/or as requested by IISD prepared by a licensed traffic engineer.

3.1.6 Additional Revisions Requested By Owner
Extensive revisions of Schematic, Design Development and Construction Documents previously approved in writing by IISD, when so directed in writing by IISD; provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by the A/E FIRM or when due to the fact that the lowest bona fide construction bid, or proposal exceeds the Construction Budget.

3.1.7 Damaged Work
Providing consultation concerning replacement of any Work damaged by fire and other causes during construction and furnishing professional services as may be required in connection with the replacement of such Work.

3.1.8 Services Regarding Default of GC
Providing professional services made necessary by substantial default of the GC in the performance of the Construction Contract.

3.1.9 Interior Design and Other Services Related to Furnishings
Providing interior design and other services required in connection with the selection of furniture and furnishings not included in the Construction Contract.

3.1.10 Order Preparation
Preparing change orders and related documents required by changes (whether increases or decreases) in the Project Scope as requested by IISD, and not due to the error or omission of the A/E FIRM, and when the volume of change orders substantially exceeds that which could be expected on a project of similar scope.

3.2 Services Due to Errors and Omissions by the A/E FIRM
Notwithstanding anything to the contrary expressed elsewhere in Article 3, no services

made necessary, in whole or in part, by any fault or omissions of the A/E FIRM to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service under this Agreement.

3.3 Costs for Additional Services
For Additional Services provided by A/E FIRM, which have been pre-approved in writing by IISD, IISD shall compensate the A/E FIRM on the hourly rate schedule provided below:

Principal – and $210.00
Expert Testimony – $230.00
Engineer of Record – $250.00
Associates – $155.00
Registered Architect – $115.00
Intern Architect/CAD-Drafter –$90.00
Field Observer – $105.00
Secretarial/Word Processing – $85.00
Consultants – rates to be determined as needed.

Unless otherwise agreed to in writing by IISD and A/E FIRM, compensation for Additional Services shall be in accordance with the hourly rates set forth above.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 Project Requirements
IISD shall consult with the A/E FIRM regarding requirements for each Project, including IISD'S contemplated objectives, schedule constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements. IISD may satisfy its obligations under this Article 4 by or through the PM acting as a representative of IISD.

4.2 Owner's Designated Representative
IISD shall designate a Representative authorized to act on IISD's behalf with respect to the Project. IISD or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the A/E FIRM in order to avoid unreasonable delay in the orderly and sequential progress of the A/E FIRM's services. Such decisions, or the presence of such representative at the site, shall not at any time relieve the A/E FIRM, in whole or in part, from any duty or responsibility placed upon the A/E FIRM under the terms of this Agreement.

4.3 Surveys

IISD may elect to have the A/E FIRM obtain surveys as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish surveys. The surveys, obtained by the A/E FIRM or furnished by IISD, shall describe physical characteristics, legal limitations, and utility locations for the site of the Project, and include a written legal description of the site which shall be a part of this Agreement. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions (if available) and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.4 Geotechnical Services

When the services of geotechnical engineers are reasonably required for the Project, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of geotechnical engineers. IISD's written approval is necessary before the services of geotechnical engineers can be enlisted. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The A/E FIRM shall review the completeness and confirm in writing to IISD the sufficiency of the type of tests and information, whether furnished through the A/E FIRM or furnished by IISD.

4.5 Consulting Services

When the services of other consultants are reasonably required by the Project Scope and are requested by the A/E FIRM and approved for the Project by IISD, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of other consultants. IISD shall approve such consultants only if such consultants are not to be provided by A/E FIRM under this Agreement. IISD's written approval is necessary before the services of these other consultants can be enlisted.

4.6 Testing Services

IISD shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law. Should the A/E FIRM or its consultants at any time suspect

the presence of asbestos or other hazardous material at the Project site or any related structure, the A/E FIRM shall notify the PM and IISD in writing immediately.

4.7 A/E FIRM Review of Information Provided by IISD
The services, information, surveys, and reports required by Articles 4.3 through 4.6 shall be furnished at IISD's expense, and, absent the negligence of A/E FIRM, the A/E FIRM shall be entitled to rely upon the information provided by IISD. The A/E FIRM shall provide timely review of such information, surveys and reports and advise IISD whether such data is sufficient for A/E FIRM to perform its services under this Agreement.

4.8 Forms and Contract Documents
IISD shall provide necessary forms of contracts, bonds, General, Supplementary and Special Conditions of the Construction Contract, advertisement for bids, request for proposals, and other forms IISD may deem appropriate.

4.9 No Waiver of Claim
Nothing in this Agreement, nor any act or failure to act on the part of IISD or the PM shall be construed as a waiver of a claim by IISD for any defects or deficiencies in the Drawings and Specifications, or for any other breach of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 Responsibility for Construction Cost

5.1.1 Basis for Construction Budget
A/E FIRM's evaluations of IISD's Project Budget and the A/E FIRM's preliminary estimates of Construction Cost and detailed estimates of Construction Cost, represent the A/E FIRM's best judgment as a design professional familiar with the construction industry and local market conditions.

This Construction Budget shall not be exceeded unless the amount is approved by the IISD Board of Trustees and changed in writing by IISD. When multiple campuses or sites are included in the Project, the Construction Budget for each campus or site shall not be exceeded unless approved by the IISD Board of Trustees and changed in writing by IISD.

5.1.2 Budget Exceeded by All Bids
If the Construction Budget is exceeded by the lowest bona fide bid or negotiated proposal, IISD may:

1. Cooperate in revising the Project Scope and/or quality as required to reduce the Construction Cost prior to rebidding. In this event, the A/E FIRM shall modify the Contract Documents without additional charge as necessary to comply with the Construction Budget.
2. Authorize rebidding or re-issuing for proposals of the Project within a reasonable time.
3. Increase the Construction Budget with IISD Board of Trustee approval; or
4. Abandon the Project and terminate in accordance with Article 7.

ARTICLE 6
USE OF A/E FIRM'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Drawings Specifications and Documents
The Drawings, Specifications and other documents prepared by the A/E FIRM and A/E FIRM's consultants for the Project shall become the property of IISD, whether the Project is completed or not. IISD shall be furnished and permitted to retain reproducible copies and electronic versions of A/E FIRM's Drawings, Specifications, and other documents.

6.2 Use of Documents by IISD
The documents prepared by A/E FIRM may be used as a prototype for other facilities by IISD. IISD may elect to use the A/E FIRM to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the A/E FIRM is obligated to perform the work for an additional compensation that will fairly compensate the A/E FIRM and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If IISD elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect shall be entitled to use A/E FIRM's consultants on the same basis that A/E FIRM would have been entitled to use them for the work on the reuse of the prototype, and such architect shall be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and change order drawings in performing its work. The A/E FIRM will not be responsible for errors and omissions of a subsequent architect and will not be responsible for damages resulting from its own errors and omissions to the extent that the drawings result from a reuse by other professionals on a subsequent project. The A/E FIRM shall commit its consultants to the terms of Section 6.2.

6.3 Release of Documents upon Termination
In the event of termination of this Agreement for any reason, IISD shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

6.4 Use of Construction Drawings by A/E FIRM
Only the details of the drawings relating to this Project may be used by the A/E FIRM on other projects, but they shall not be used as a whole without written authorization by IISD. IISD furnished forms, conditions, and other written documents shall not be used on other projects by the A/E FIRM.

ARTICLE 7
TERMINATION

7.1 Termination for Cause by IISD
This Agreement may be terminated by IISD with cause upon not less than seven days written cure notice to the A/E FIRM. In the event A/E FIRM:

(a) fails in any respect to prosecute all or part of its work with promptness and diligence; or
(b) fails to perform or honor any of the provisions in this Agreement; or
(c) becomes insolvent, bankrupt or is put into receivership; or
(d) fails to pay its sub consultants, vendors or others providing labor, materials, or services to a project, by through or under A/E FIRM when due; or
(e) appears that it is unable to meet the Owner's scheduling requirements for A/E FIRM's work in whole or in part,

then A/E FIRM, failing to cure, shall be in default and IISD may immediately terminate for cause and withhold any payment then due or becoming due to compensate IISD for any loss it incurs in relation to the default. In the event IISD incurs costs in excess of A/E FIRM's Agreement amount to complete A/E FIRM's work, then A/E FIRM shall compensate IISD for any shortfall upon demand.

7.2 Termination by IISD for Convenience

7.2.1 Timing
IISD may at any time, at will and without cause, terminate any part or all of the Agreement. Such termination for convenience shall be effective immediately by giving A/E FIRM written notice. A/E FIRM shall continue to prosecute any part of the Agreement not terminated. A/E FIRM shall require a comparable termination for convenience

provision in all lower-tier subcontracts and agreements.

7.2.2 Payments
If IISD terminates any part or all of this Agreement for convenience, IISD shall incur no liability to A/E FIRM because of such termination, except that A/E FIRM may be entitled to payment for (i) Work properly executed in accordance with this Agreement prior to the effective date of the termination and for (ii) Reimbursable Expenses then due; provided, however, A/E FIRM must satisfy the other conditions precedent to payment described in this Agreement. In no event shall A/E FIRM be entitled to any other cancellation costs, including but not limited to, special overhead, anticipated profits, or to any direct, indirect, incidental, or consequential damages.

7.3 Termination by A/E FIRM
If IISD substantially breaches this Agreement, then A/E FIRM may terminate this Agreement if A/E FIRM gives IISD written notice of the basis on which it seeks to terminate, and IISD has failed to commence to cure any such breach within 30 days of receipt of such notice.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Jurisdiction and Venue
This Agreement shall be construed, governed by, and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. Venue of any dispute related to this Agreement shall lie exclusively in Dallas County, Texas. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Dallas County, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue to resolve any dispute with respect to the Agreement.

8.2 Attorney Fees
In connection with IISD's defense of any suit against it and/or IISD's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the IISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, IISD shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

8.3 Nature of Binding Agreement Between Parties
IISD and the A/E FIRM each binds themselves, and their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, corporate officers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. A/E FIRM shall not assign, sublet, or

transfer this Agreement without the written consent of IISD.

8.4 Entire and Integrated Agreement
This Agreement represents the entire and integrated agreement between IISD, and A/E Firm supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both IISD and A/E Firm. In the event that any terms or conditions in any Exhibit attached hereto directly or indirectly contradict or conflict with any terms or conditions in this Agreement, the terms and conditions of this Agreement shall control.

8.5 No Contractual Relationship with a Third Party
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either IISD or A/E FIRM.

8.6 Format and Timely Performance

8.6.1 Format for Delivery of all Services
The format for delivery of all services associated with this Agreement will require expedient and timely response by the A/E FIRM and consultants to assure compliance with the Project Schedule.

8.6.2 Development and Maintenance of Schedules
The A/E and consultants shall be required to jointly develop and maintain schedules acceptable to IISD and the PM.

8.7 Compliance with Federal Requirements
In the event a federal grant or other federal financing participates in the funding of the Project, the A/E FIRM shall permit access to and grant any federal representatives the right to examine its books covering its work under this Agreement. The A/E FIRM shall comply with federal requirements as they relate to the Project.

To the extent that Federal Funds are utilized for payment under this Agreement, A/E FIRM agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). A/E FIRM shall complete the EDGAR A/E FIRM Certifications which certifications are incorporated by reference herein and shall ensure that such A/E FIRM Certifications are promptly updated as necessary during the term of this Agreement. Noncompliance or misrepresentation regarding the A/E FIRM Certifications may, in IISD's sole discretion, be grounds for immediate termination of this Agreement for cause.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this Project, particularly

relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.8 Conflict of Interest

Any firm having common ownership with the A/E FIRM shall be prohibited from providing architectural, engineering, or other design related services on, or the construction of, the Project. In addition, no employee of IISD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee of IISD participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This subsection is subject to provisions of the Texas Local Government Code at 171.002 et. seq., which require a public official with substantial interest in a business entity to file an affidavit stating the nature and extent of the interest and to abstain from a vote or decision on any matter involving the business entity.

8.9 Provision of Services in Compliance with Applicable Laws

The A/E FIRM hereby represents that the services provided hereunder shall be performed by, or under the direct supervision of, an A/E FIRM duly licensed pursuant to licensing laws, including but not limited to Chapter 1051, V.T.C.A. Occupations Code, Regulation of Architecture and Related Practices, and Chapter 1001, V.T.C.A. Occupations Code, Texas Engineering Practice Act, as applicable. Furthermore, A/E FIRM hereby agrees to exercise usual and customary professional care to assure that all plans and specifications, drawings, and all other documents and services provided hereunder, comply with applicable laws, statutes, building and zoning codes, ordinances, rules, and regulations generally and specifically related to public school districts, and with the aforementioned Chapters 1001 and 1051. Additionally, A/E FIRM represents to IISD that the Construction Documents it provides IISD are sufficient to direct the GC to construct a project in accordance with the scope IISD has provided the A/E FIRM.

8.10 Audit

A/E FIRM's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including bid recaps, original estimates; estimating work sheets; correspondence; back-charge logs and supporting documentation and any other supporting evidence deemed necessary by IISD to substantiate charges related to any matters related to the Agreement (including interviews with A/E FIRM's personnel and

Professional Consultant personnel) shall be open to inspection and subject to audit and/or reproduction by IISD's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) A/E FIRM compliance with Agreement requirements; (ii) compliance with IISD's business ethics policies; and (iii) compliance with provisions for pricing or claims submitted by the A/E FIRM or any of its payees. IISD or its designee shall be afforded access to all of the A/E FIRM's records pursuant to the provisions of this Article throughout the term of this Agreement and for a period of five years after final payment, or longer if required by law, or until pending litigation has been completely and fully resolved, whichever occurs last.

8.11 Business Ethics

During the course of pursuing agreements, and the course of performance of this Agreement, A/E FIRM and its Professional Consultants and vendors shall maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of IISD, its contractors, consultants, or its Program Managers, or to family members of any of them. At any time, A/E FIRM believes there may have been a violation of this obligation, A/E FIRM shall notify IISD of the possible violation. IISD is entitled to request a representation letter from A/E FIRM, its Professional Consultants, or vendors at any time to disclose all things of value passing from A/E FIRM, its professional consultants, or vendors to IISD's personnel, its contractors, consultants, and Program Managers.

8.12 No Waiver of Immunity

IISD does not waive or relinquish any immunity or defense on behalf of itself and its officers, trustees, employees, and agents as a result of their execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, trustee, director, employee, or representative of IISD.

8.13 No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

8.14 National Criminal Background Checks

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, A/E FIRM hereby certifies that it is or will be a qualified school contractor while performing work on behalf of IISD and that all employees, subcontractors and volunteers of the A/E FIRM who

are hired by A/E FIRM on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. A/E FIRM must provide a list of the names and dates of birth of all employees who have passed the background check to District.

A/E FIRM must also provide assurances that all of its employees, subcontractors, and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor, or volunteer of the A/E FIRM has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony

District may terminate this Agreement for cause if the District determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction.

8.15 Debarment and Suspensions

A/E FIRM certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972, as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.16 Use of District Seal, Logo(s), or Phrases

The A/E FIRM shall not use the district's seal, logo(s), or any phrase associated with the district in any documents or deliverables without the written permission from the Board of Trustees, the Superintendent of Schools, or their designee.

8.17 Texas Public Information Act (TPIA)
A/E FIRM acknowledges that IISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, IISD is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the A/E FIRM has clearly marked as confidential and/or proprietary, IISD shall provide the A/E FIRM with the notices under the TPIA. A/E FIRM acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

8.18 Confidential Information
The A/E FIRM shall not disclose or permit the disclosure of any confidential information of IISD or created in connection with the Project, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

8.19 Enforceability of Provisions
If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be reformed to provide as close to the original intent of the provision as possible while still being enforceable. However, in the event such a reformation is not possible then (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part of this Agreement; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. In the event any law, ordinance, standard, specification, rule, or authority is referenced and/or incorporated herein, such reference shall be construed to be the law, ordinance, rule, or authority in effect at the time of performance of A/E FIRM's services or other obligation to which such law, ordinance, rule, or authority applies. Further, in the event that a provision of the contract conflicts in such a manner that the provision of the contract requires something impermissible according to any applicable law, ordinance, rule or authority, the Agreement shall be interpreted to give precedence to the applicable, law, ordinance, rule, or authority. An Agreement provision that requires the A/E FIRM to satisfy a higher level of performance or standard than a law, ordinance, rule, or authority shall be given precedence in interpreting the obligations of the A/E FIRM.

8.20 Sexual Harassment Forbidden
Sexual harassment of employees of the A/E FIRM or employees or students of IISD by employees of the A/E FIRM is strictly forbidden. Any employee of the A/E FIRM who is found to have engaged in such conduct shall be subject to appropriate disciplinary action

by the A/E FIRM, including dismissal and IISD may request that any employee of A/E FIRM being investigated for sexual harassment be removed from any further activity or work on the Project until investigatory findings have been made by A/E FIRM, presented to IISD, and accepted as conclusory. Should IISD choose to continue with the Project in the absence of any employee of A/E Firm, it may request the exclusion of such employee from continued work on the Project or any future project of IISD and such exclusion shall not result in addition cost or expense to IISD.

8.21 Notice

Any notice required to be given relating to this Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United

States Postal Service, addressed to the other party at the following addresses. Either party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

To: **WRA Architects, Inc.**
12377 Merit Drive, Suite 1800
Dallas, TX 75251
Attn: Roberto Ramirez
rramirez@wraarchitects.com

To: **Irving Independent School District**
2621 W. Airport Freeway
Irving, Texas 75062
Attn: Jerome Pilgrim

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

ARTICLE 9
PAYMENTS TO THE A/E FIRM

9.1 Invoicing & Payments

9.1.1 Invoicing and Payment

Payments on account of the A/E FIRM's Basic Services performed shall be upon submission of A/E FIRM's original signed invoice, limited to the proportion of services performed to date. In the event the A/E FIRM submits to IISD invoices, statements, reports, etc. that are incomplete, inaccurate, or in need of substantial

internal research, such action could result in delay of payment. IISD shall not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the A/E FIRM.

Notwithstanding the above, IISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. No payments shall be made on invoices not listing an IISD purchase order number. Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit price as awarded.

All invoices must be sent to: Irving ISD/Accounts Payable, PO Box 152637, Irving TX 75015-2637. The following items are required by or must appear on all invoices submitted by A/E FIRM:

a. Invoice is to be "received" at the address indicated on the Purchase Order
b. Purchase Order Number
c. Pricing on the invoice matches the price on the Purchase Order
d. A description of the goods or services provided, the Purchase Order number, invoice number and any applicable cash discount.
e. Quantities on the invoice do not exceed those specified on the Purchase Order
f. A unique invoice number is used for each billing
g. Merchandise has been shipped or services performed
h. Description of goods and services on the invoice match the description on the Purchase Order.

9.1.2 Basic Service Compensation

The estimated Construction Budget for the Project is $102,000,000. The District shall compensate A/E FIRM in an amount equal to 6.0% of the actual Construction Budget, plus actual cost for consultants providing Additional Services. When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, or at IISD's sole discretion the Project Scope is increased or reduced from the scope of services described in Section 2.1.7, compensation for those portions of the Project shall be payable to the extent services have been performed by A/E FIRM, as determined by IISD.

For purposes of A/E FIRM's compensation, the Construction Budget shall not include the compensation of the A/E FIRM; the costs of the land, rights-of-way, financing, or

contingencies for changes in the Project; or other costs that are the responsibility of IISD under the terms of the Agreement.

For purposes of A/E FIRM's compensation for Basic Services, A/E FIRM may bill IISD through progress billing based on the estimated Construction Budget for the Project of $102,000,000 until the actual Construction Budget is finalized. Progress billing based on the estimated Construction Budget may be billed in phases (where phases equal 100% of the total compensation due to A/E FIRM for Basic Services) as follows:

Schematic Design Phase	twenty percent	20%
Design Development Phase	twenty percent	20%
Construction Documents Phase	thirty-five percent	35%
Bid Phase	five percent	5%
Construction Administration Phase	twenty percent	20%

The total Basic Services compensation to A/E FIRM shall not exceed 6.0% of the actual Construction Budget. All progress payments made by IISD to A/E FIRM based on the estimated Construction Budget shall be subtracted from final payment made to A/E FIRM at the point A/E FIRM satisfies all obligations under the Agreement. If amounts paid by IISD to A/E FIRM as progress payments based on the estimated Construction Budget exceed 6.0% of the actual Construction Budget, A/E FIRM shall reimburse IISD for all payments made in excess of the 6.0% of actual Construction Budget due to A/E FIRM as compensation for Basic Services.1

Notwithstanding anything in this Agreement to the contrary, any increases in the Construction Budget over one hundred and fifty-thousand dollars ($150,000) ("**Substantial Increase**") must be approved by the IISD Board of Trustees. Any such Substantial Increase that may be agreed to by an IISD employee shall be null and void and shall not be binding on IISD. A/E FIRM shall not have a claim, either contractually or by quantum merit, for any services rendered prior to IISD Board of Trustee approval of a Substantial Increase. If the A/E FIRM attempts to receive or receives an agreement modification or amendment from a district employee who is not authorized to make such changes, the A/E FIRM does so at its own risk or peril and risks termination of the Agreement for cause.

9.2 Payments on Account of Additional Services

Payments on account of the A/E FIRM's Additional Services, which are authorized in writing by IISD, shall be made monthly upon presentation of the A/E FIRM's statement of services rendered, and such supporting documentation as IISD may require. A/E FIRM expressly waives any right to payment for an item of Additional Services rendered if A/E FIRM does not give written notice of its claim for the services within ninety (90) days of

the performance of the item it claims to be Additional Services.

9.3 Payments on Account of Reimbursable Expenses

9.3.1 Recovery of Reimbursable Expenses

The A/E FIRM shall be entitled to recover monthly for the expenses set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7, and 9.3.8 on the terms set out in those sections for the following expenses when necessarily incurred in performing services under this Agreement by A/E FIRM or its consultants. No other categories of expenses are reimbursable to A/E FIRM. The actual cost with applicable taxes only is allowed with no percentage for mark-up.

9.3.2 Transportation and Traveling Outside of Greater Dallas Area

Cost of transportation and living when traveling outside of the greater Dallas/Ft. Worth area in connection with a project, at IISD's request and authorization.

9.3.3 Production of Actual Construction Documents

Cost of reproduction for actual Construction Documents (plans, specifications, and addenda only for bidding and construction) and reproduction of required documents for formal submittal of Schematic Design and Design Development, and the cost of reproduction printing for 60% and 100% Construction Document check sets only as ordered by IISD, and cost of reproduction of IISD's drawings of existing structures. A/E FIRM shall utilize printing companies as approved in advance by IISD in writing.

9.3.4 Models/Color Renderings

The expense of models or color renderings for IISD's use, if authorized in writing by IISD in a pre-determined lump sum amount.

9.3.5 Delivery Services

Reasonable costs of necessary delivery services in the Dallas/Ft. Worth area.

9.3.6 State Accessibility Plan Review and Inspection

Cost of reproductions, application fees for approval of plans, and inspection fees for approval of construction paid to the Texas Department of Licensing and Regulation or a Registered Accessibility Specialist.

9.3.7 Permit Fees and Permit Expediting

Cost of payment to City of Dallas/City of Irving plan checking department and/or plan/permit consulting service to expedite plan checking process, if deemed necessary by IISD, to achieve completion of an accelerated Project Schedule.

9.3.8 On-Line Charges
If applicable, cost of LEED® registration, application, and review fees for projects seeking LEED® certification. Prior written approval from IISD is required before incurring any additional cost associated with appealing a decision on an unapproved LEED® point.

9.3.9 Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that a project is delayed or otherwise affected by A/E FIRM's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.3.10 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.3.11 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

9.4 Payments Withheld

9.4.1 Deductions for Sums Withheld From General Contractor
No deductions shall be made from the A/E FIRM's compensation on account of penalty, liquidated damages or other sums withheld from payments to GCs.

9.4.2 IISD Not Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that the Project is delayed or otherwise affected by A/E FIRM's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.5 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.6 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

ARTICLE 10
BASIS OF COMPENSATION

IISD shall compensate the A/E FIRM as follows:

10.1 Basic Compensation

10.1.1 Basic Services
For A/E FIRM's Basic Services, as described in Article 2, compensation shall be the fixed amounts provided at Section 9.1.1. Notwithstanding the foregoing, A/E FIRM's compensation for Basic Services is subject to increase or decrease as per Section 9.1.2.

10.1.2 Services Related to Errors and Omissions
A/E FIRM shall promptly correct any defective designs or specifications furnished by, through or under the A/E FIRM at no cost to IISD. A/E FIRM's change order services relating to A/E FIRM errors and/or omissions are deemed to be part of the Basic Services and not Additional Services.

10.1.3 Offset Cost for Change Orders Related to A/E Errors, Acts and Omissions
IISD shall be entitled to offset against any sums otherwise due A/E FIRM, all costs of change orders caused by A/E FIRM's negligent errors, acts or omissions under the legal standards governing professional conduct of A/E FIRM. In the event such costs exceed any sums due A/E FIRM, the A/E FIRM shall be liable to IISD for all excess costs and will pay IISD upon demand.

10.2 Compensation for Additional Services

10.2.1 Additional Services
Unless otherwise agreed in writing, payment for Additional Services of the A/E FIRM shall be calculated as described in Article 3, excluding services of consultants described in 10.2.2, compensation shall be calculated for the reasonable amount of time necessarily spent in accomplishing Additional Services which have been authorized by IISD, at the rates identified in Section 3.3 of the Agreement.

10.2.2 Additional Services by Consultants
For Additional Services of consultants approved by IISD, the reasonable and necessary actual cost to A/E FIRM of the additional service provided by the consultants.

10.3 Compensation for Reimbursable Expenses
For Reimbursable Expenses approved in writing by IISD, the reasonable, necessary actual cost to the A/E FIRM of the items set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7 and 9.3.8.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Basic Insurance Requirements
The A/E FIRM shall carry insurance with responsible underwriters acceptable to IISD and with minimum limits of liability, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, claims for property damage; and claims arising out of the performance of professional services caused by any of his own errors, omissions or negligent acts, or the errors, omissions or negligent acts of any person and/or consultant employed by him or by others for which he is legally liable. The A/E FIRM shall furnish certificates of insurance on state approved forms to IISD indicating compliance with this Section.

Type of Coverage

The architect shall secure non-declining, non-expense within limits professional liability insurance in a minimum amount of $1,000,000.00 from an insurer lawfully authorized to do business in the jurisdiction in which the Project is located and which shall apply to claims made with respect to this Project for negligent acts, errors or omissions of the architect, the architect's consultants, and agents and employees of any of them, subject to the standard terms and conditions of such policies, as acceptable to and approved by the Owner's Project Representative.

The architect shall furnish to the Owner's Project representative copies of Certificates of such Project professional liability insurance. The costs and premiums for such insurance will be at the expense of the architect. In addition
the architect may be asked to provide the following insurance coverage in the following amounts:

The insurance required shall be written by an insurance company having an A VIII rating or better by A.M. Best and shall be written in limits for not less than the minimum required

by law or the following:

1. Commercial General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	$2,000,000
(b) Products Comp/Ops. Aggregate	$1,000,000
(c) Personal & Adv. Injury	$1,000,000
(d) Each Occurrence	$1,000,000
(e) Per Project Aggregate	$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	$1,000,000
(b) Disease-Policy Limit	$1,000,000
(c) Disease-Each Employee	$1,000,000

3. Automobile Liability:

(a) Owned/Non-owned and Hired	$1,000,000

4. Excess/Umbrella Liability: (a) $1,000,000

5. Architects/Engineers Professional: (a) $1,000,000

An "Original Certificate of Insurance" will evidence compliance with the insurance requirements and must be submitted with the packet.

Other insurance requirement as agreed upon in the contract addendum for each individual project.

Firm shall not commence work under this agreement until satisfactory evidence of such insurance has been delivered to and approved by the district.

11.2 Evidence of A/E FIRM Professional Liability Errors and Omissions Insurance
The A/E FIRM shall submit evidence at the time of execution of this Agreement that it has

in full force and effect professional liability errors and omissions insurance. The A/E FIRM shall maintain such insurance in full force and effect throughout the duration of this Agreement, and thereafter for a period of three years provided that such coverage is reasonably available at commercially affordable premiums. In the event that it becomes commercially infeasible to maintain it during the period required by this Agreement, A/E FIRM shall supply IISD with equivalent assurance to the required insurance acceptable to IISD.

11.3 Certificates of Insurance

The A/E FIRM shall furnish evidence to IISD of insurance in the form of state approved certificates from insurance carriers acceptable to IISD. Upon request, A/E FIRM shall provide IISD copies of all policies and endorsements applicable to this Contract. Where possible, each policy shall be endorsed to provide that carrier will not cancel or significantly diminish coverage by endorsement without thirty days written notice to IISD. In the event there is a deductible on any policy, A/E FIRM shall furnish evidence that it is able to satisfy the deductible.

11.4 Additional Insured

A/E FIRM shall add IISD as an additional insured to any and all policies of insurance purchased by A/E FIRM, using an endorsement form at least as broad as CG 2026 1185, excepting workers' compensation and professional liability, whether or not such policies of insurance are required under this Agreement.

11.5 Waiver of Subrogation

All of A/E FIRM's policies shall state that they shall be primary and non-contributory to any and all IISD policies of insurance and shall be endorsed to waive subrogation, using an endorsement form at least as broad as CG 24 04 [Ed. 11-85].

11.6 Alternate Employer

IISD shall be added as an "alternate employer" on A/E FIRM's workers' compensation insurance.

11.7 Meeting of Minimum Insurance Requirement

Consultants to the A/E FIRM shall be required to show evidence of coverage of the types indicated above. The required minimum limits of liability of such coverage for consultants to the A/E FIRM shall be determined by the A/E FIRM and shall be subject to approval in writing by IISD and shall be commensurate with the type and level of involvement and service of the consultants to a project.

IRVING
Independent School District

11.8 Indemnification
THE A/E FIRM SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS IISD AND EACH OF ITS RESPECTIVE PAST, PRESENT, AND FUTURE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, BOARD MEMBERS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COST AND EXPENSES INCURRED BY INDEMNIFIED PARTIES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

IN WITNESS WHEREOF, THE IRVING INDEPENDENT SCHOOL DISTRICT has caused this Contract to be signed by its Superintendent, duly authorized to execute same in its behalf by the Board of Trustees, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

ATTEST:
WRA ARCHITECTS, INC.

ROBERTO RAMIREZ, AIA
PRINCIPAL, WRA ARCHITECTS, INC.

Signature

8/24/2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

MAGDA HERNANDEZ
SUPERINTENDENT OF SCHOOLS

Magda Hernandez
Signature

08-31-2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

RANDY RANDLE
PRESIDENT, BOARD OF TRUSTEES

Signature

Date

IRVING
Independent School District

ACTION ITEM – BIDS
9/18/2023

TOPIC: Consider Approval and Execute Agreement with Huckabee & Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Barton Elementary School (2023 Bond Funded)

SUBMITTED BY: F. Natividad/G. Johnson/M. Zakhary

BACKGROUND: On June 19, 2023, the Board Approved the Recommendation to enter into Agreement with Huckabee & Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Barton Elementary School. After satisfactory negotiations, the District and Huckabee & Associates, Inc. has finalized the Agreement which is hereby presented to the Board for final Approval and Execution.

Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Estimated Construction Budget $51,000,000

ADMINISTRATIVE RECOMMENDATION: The Bond Selection Committee Recommends the Board to Approve & Execute the Agreement for Architectural Design and Engineering Services for Construction and Replacement of Barton Elementary School with Huckabee & Associates, Inc.

RECOMMENDED BOARD ACTION: I Move that the Board Approve and Execute the Agreement for Architectural Design and Engineering Services for Construction and Replacement of Barton Elementary School with Huckabee & Associates, Inc.

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date:9/18/2023

Topic: Consider Approval and Execute Agreement with Huckabee & Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Barton Elementary School (2023 Bond Funded)

Recommended Vendor(s)	Huckabee & Associates, Inc.
Contract Type (e.g. Co-op, RFP)	Contract #23B-02-600
Contract Term or One Time Purchase	One (1) year with the option to auto renew for four (4) additional one-year terms
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

JEROME PILGRIM
DIRECTOR OF PURCHASING

Randy Randle, President Board of Trustees
Date: _____

A.D. Jenkins, Secretary Board of Trustees
Date: _____

Magda Hernandez, Superintendent of Schools
Date: _____

Esther Kolni, General Counsel
Date: _____

Attachments:

1. Memo from Morad Zakhary and Fernando Natividad dated September 7, 2023
2. Agreement with Huckabee & Associates, Inc. to be Executed

IRVING Independent School District | Business Services

Date: September 7, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

THRU: Fernando Natividad, Chief Financial Officer
Jerome Pilgrim, Director of Purchasing

FROM: Morad Zakhary, Senior Bond Program Manager

Subject: Requesting the Board Approve and Execute the Agreement with Huckabee & Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Barton Elementary School (2023 Bond Funded)

On June 19, 2023, the Board Approved the Award for Architectural Design & Engineering Services for Construction and Replacement of Barton Elementary School to Huckabee & Associates, Inc.

The Administration has successfully negotiated an Agreement with Huckabee & Associates, Inc. and is hereby presenting it to the Board for final approval and execution. Please refer to the attached Agreement between Irving ISD and Huckabee & Associates, Inc. presented for your signature.

1. The Estimated Construction Budget of $51,000,000

2. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

I recommend that the Board Approve and Execute the Agreement between Irving ISD and Huckabee & Associates, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Barton Elementary School. Please refer to Attachment 2 for your Execution and Signature.

MORAD ZAKHARY
SENIOR BOND PROGRAM MANAGER

JEROME PILGRIM
DIRECTOR OF PURCHASING

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

IRVING INDEPENDENT SCHOOL DISTRICT

ARCHITECT/ENGINEER AGREEMENT

FOR

Architectural Design and Engineering Services

WITH

Huckabee & Associates, Inc.

Contract No: 23B-02-600 Barton Elementary School

ARCHITECT/ENGINEER AGREEMENT

Pursuant to Irving ISD RFQ #23B-02-600, this Architect/Engineer Agreement ("Agreement" or "Contract") is effective as of the date of the last signature of a party to the Agreement ("Effective Date"), by and between the Irving Independent School District, a body corporate, created under and by virtue of the laws of the State of Texas, (hereinafter referred to as "IISD", "District" or "Owner") and

Huckabee and Associates, Inc
5830 Granite Parkway, Bldg. 5, Ste 750
Plano, TX 75024
Attn: Andre Brackens
abrackens@huckabee-inc.com
Principal: Idaliza Camacho
idaliza.camacho@huckabee-inc.com

an individual, partnership, or corporation licensed to practice architecture in the State of Texas (hereinafter referred to as "A/E FIRM") for **Architectural Design and Engineering Services, as described herein, for the assigned 2023 Bond Program Project at Barton Elementary School**.

The Agreement will be in effect for one (1) year, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms.

Now, therefore, IISD and A/E FIRM, for the consideration hereinafter set forth, agree as follows:

Definitions

Architect/Engineer (A/E FIRM): The individual, partnership or corporation named above, licensed to practice architecture in the State of Texas, and obligated to perform the services outlined in this Agreement.

Construction Budget: That portion of a Project Budget allocated for the Construction Cost of an individual project.

Construction Schedule: The schedule prepared by the General Contractor (GC) establishing completion dates for work activities in accordance with the Contract Documents.

Construction Contract: The agreement between IISD and the GC.

Design Guidelines: Written instructions to the PM, A/E FIRM, and consultants intended to establish standards for equipment, material and finish requirements provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

Educational Facilities Specifications: Detailed description of individual space requirements addressing special utilities finishes and fixed equipment provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

General Contractor (GC): The organization responsible for construction of a Project according to the documents prepared under this Agreement.

Preliminary Program of Requirements (PPR): IISD's Program for a project, stating IISD's objectives, schedule, constraints, and criteria, including space requirements and relationships, special equipment, systems, and site requirements.

Program Manager (PM): The organization selected to represent IISD in managing a project. The PM shall perform the services pursuant to a separate agreement with IISD. Should IISD not use a third-party PM on this Project, then any reference to "PM" shall be deemed references to IISD.

Project: The specific work described in the Project Scope, specifications, and requirements.

Project Budget: Funds allocated for all costs associated with a Project.

Project Schedule: A schedule for a Project showing all activities and critical and milestone dates necessary to complete a Project within the allotted time.

Project Scope: A project scope shall include, but not be limited to, the written description of a Project, the PPR, Educational Facility Specifications, IISD Design and Construction Standards, and any other descriptions provided by IISD or the PM.

END OF SECTION

ARTICLE 1
A/E FIRM'S RESPONSIBILITIES

1.1 A/E FIRM's Services

1.1.1 Obligation
The A/E FIRM is obligated to provide the services to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement and all other documents constituting a Project Scope for a project assigned under this Agreement.

1.1.2 Standard of Care
The A/E FIRM shall exercise a degree of care and diligence in the performance of all services under this Agreement in accordance with prevailing professional standards in the industry, skilled in design for projects of similar scope, and all of the A/E FIRM's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

1.1.3 Time
The Project covered by this Agreement is subject to the time limitations contained in the Project's specifications, including the Project Scope and Project Schedule.

The A/E FIRM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Time limits established by the schedule of the Project shall not, except for reasonable cause, be exceeded by the A/E FIRM.

1.1.4 A/E FIRM Professional Responsibility
A/E FIRM understands that while other members of the team (district staff, PM, GC) may suggest design ideas and components for the Project, these suggestions are to be fully reviewed by the A/E FIRM and its consultants, and these suggestions do not relieve the A/E FIRM of its professional responsibility to IISD for the complete design of the Project. Further, to the extent such suggestions are incorporated into the design of the Project, A/E FIRM shall be responsible for the proper integration and coordination of all design changes.

1.1.5 Continuation of Services During Dispute
If there is a dispute between the A/E FIRM and IISD respecting any service provided or to be provided hereunder by the A/E FIRM, including a dispute as to whether such service is a Basic Service or Additional Service, the A/E FIRM agrees to continue providing on a

timely basis all services to be provided by the A/E FIRM hereunder, including any service as to which there is a dispute.

1.1.6 Direction by IISD
A/E FIRM shall work with the PM, IISD representative, other IISD consultants, and staff as directed by IISD.

ARTICLE 2
SCOPE OF A/E FIRM BASIC SERVICES

2.1 General

2.1.1 Basic Services
The A/E FIRM's Basic Services consist of all of the services required to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement except the services identified as Additional Services. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The A/E FIRM shall contract and employ at its expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by IISD.

2.1.2 Designation of Principal
The A/E FIRM shall designate a principal of the firm reasonably satisfactory to IISD who shall, so long as employed by A/E FIRM and acceptable to IISD, remain in charge of architectural services through completion and be available for general consultation throughout a project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by IISD, prior to replacement.

2.1.3 Coordination of Drawing and Design Documentation
Except as otherwise expressly provided herein, A/E FIRM is responsible for a complete design of the Project and retention of all subcontractors necessary in connection therewith. A/E FIRM shall be responsible for the coordination of all drawings and design documents relating to A/E FIRM's design and used on the Project, regardless of whether such drawings and documents are prepared by A/E FIRM. A/E FIRM shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through A/E FIRM and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

2.1.4 Interface with Appropriate Authorities
The A/E FIRM shall assist IISD in fulfilling requirements set forth by appropriate authorities and/or funding agencies whose interest bears on the design, cost and/or construction of the Project.

2.1.5 Project Meetings
The A/E FIRM shall attend all Project meetings. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two working days of the meeting. If requested by IISD, the A/E FIRM shall attend additional meetings as scheduled to provide Project updates to the district and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.1.6 Hazardous Materials
Unless otherwise provided in this Agreement, the A/E FIRM shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. Should the A/E FIRM become aware of the presence of hazardous materials or toxic substances at the Project site, the A/E FIRM shall promptly notify IISD, the PM, and GC.

2.1.7 Scope of Services Change
The duties, responsibilities, and limitations of authority of the A/E FIRM may be reasonably restricted, modified or extended by IISD after the date of this Agreement, and if they are substantially restricted, modified, or extended, then the A/E FIRM's fixed compensation shall be equitably adjusted upward or downward as deemed appropriate by IISD.

2.2 Schematic Design Phase

2.2.1 Project Specific A/E FIRM Orientation
The A/E FIRM shall attend Project Orientation Meetings conducted by the PM. During the orientation, the PM shall review Project Scope and Project Schedule, which includes design phase milestones, and the Construction Budget.

2.2.2 Third Party Testing
The A/E FIRM shall advise IISD of any need or advisability of IISD's securing tests, analyses, studies, reports, or consultant's services, not to be otherwise provided by A/E FIRM, in connection with the development of the design and construction documents for the Project.

2.2.3 Existing Conditions/As-Built
The A/E FIRM shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The A/E FIRM shall document observable as-built conditions as required for the design of the Project

2.2.4 Scope Verification
The A/E FIRM shall familiarize itself with the site and review the PPR, Educational Facility Specifications, and Design Standards furnished by IISD to ascertain the requirements of the Project, and shall arrive at a mutual understanding of such requirements with IISD and the PM. The A/E FIRM shall consult, to the extent required by IISD, with authorized employees, agents, consultants and/or representatives of IISD relative to the design and construction of the Project and shall adhere to the furnished design considerations unless otherwise authorized by IISD in writing. The A/E FIRM shall verify availability of all utilities necessary for the Project.

2.2.5 Schedule Verification
The A/E FIRM shall confirm that the Project Scope can be designed and constructed within the time limits outlined in the Project Schedule. The A/E FIRM shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

2.2.6 Budget Verification
The A/E FIRM shall confirm that a project scope can be designed and constructed for the dollar amount of a project's Budget.

2.2.7 Scope, Schedule, and Budget Reconciliation
The A/E FIRM shall work with IISD and the PM to reconcile any differences between IISD's Project Scope, Schedule, and Budget. Reconciliation of a project Scope, Schedule and Budget shall be made in terms of one another. All revisions shall require written approval of IISD.

2.2.8 Value Engineering
The A/E FIRM shall provide to IISD and the PM value engineering studies of major construction components during Schematic Design.

2.2.9 Schematic Design Documents

2.2.9.1 Based on the mutually agreed-upon Project Scope, Project Schedule, and Construction Budget requirements between A/E FIRM and IISD, or its designated representative, the A/E FIRM shall prepare, for approval by IISD, and the PM, Schematic

Design Documents consisting of drawings and narrative descriptions necessary to describe the concept of a project. The Schematic Design Documents shall be provided to the PM for review. The PM shall provide recommendations to IISD regarding the documents. The Schematic Design Documents shall be approved in writing by the PM and IISD before being deemed acceptable.

2.2.9.2 Should there be substantial revisions to the Project Scope after the approval of schematic drawings, which changes substantially increase the scope of design services to be furnished hereunder, A/E FIRM shall so notify IISD, before proceeding with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval, all such additional work claims are hereby **WAIVED AND RELEASED** by A/E FIRM.

2.2.10 Schematic Design Cost and Time Estimates
The A/E FIRM shall provide a Schematic Design Estimate in Cost Model format at the conclusion of the Schematic Design phase. This Schematic Design Estimate shall be accompanied by a report to IISD identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

2.2.11 Schematic Design Presentations
The A/E FIRM shall present the Schematic Design to the PM and IISD in a format and forum as determined by IISD.

2.3 Design Development Phase

2.3.1 Design Development Documents
Upon receipt of written authorization to proceed and based on the approved Schematic Design Documents and comments from IISD and the PM and any adjustments authorized by IISD in the Project Scope, Project Schedule, or Construction Budget, the A/E FIRM shall prepare, for approval by IISD and the PM, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and such other elements as may be appropriate. The Design Development Documents shall comply with the requirements of the PPR, Educational Facility Specifications, and IISD Design Standards. The documents shall be provided to the PM and IISD for review. The Design Development Documents must be approved in writing by the PM and IISD before being deemed acceptable.

2.3.2 Design Development Cost and Time Estimates
The A/E FIRM shall provide a Design Development Estimate in Cost Model format at the conclusion of the Design Development phase. This Design Development Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action if required. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.3.3 Design Development Design Calculations
If requested, the A/E FIRM shall submit reproduced copies of design calculations for all elements, components, and systems of the design to the PM and IISD at no additional cost to IISD.

2.3.4 Design Development Presentations
The A/E FIRM shall present the Design Development Work to IISD and the PM in a format and forum as determined by IISD.

2.3.5 Confirmation of Scope, Schedule, and Cost
The A/E FIRM shall, at the end of the Design Development Phase, document in writing that the drawings and outline specifications fulfill, to the best of the A/E FIRM's knowledge and belief, that the Project Scope requirements and that the construction can be completed for the Construction Budget amount, and within the Project Schedule. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for the Project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4 Construction Documents Phase

2.4.1 Construction Documents
Upon receipt of written authorization to proceed and based on the approved Design Development Documents and comments from the PM and IISD, such standards or special documents as may be furnished by IISD, and any further adjustments in a Project Scope or quality of the Project, or in the Construction Budget authorized by IISD, the A/E FIRM shall prepare, for approval by PM and IISD, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

The Construction Documents shall include working Drawings and Specifications developed to set forth in detail all aspects of design, and will be used for estimating the Construction Cost, securing bids for constructing the Project, and directing a GC in construction of the Project.

The A/E FIRM shall exercise usual and customary professional care to see to it that the Construction Documents comply with the Project Scope and PPR, Educational Facility Specifications, IISD Design and Construction Standards, and with applicable laws, statutes, ordinances, and codes in effect at the time of their preparation. The Construction Documents shall be provided to the PM and IISD for review. The PM shall provide recommendations to IISD regarding the documents. The Construction Documents must be approved in writing by PM and IISD before being deemed acceptable.

2.4.2 Construction Documents Review

Construction Drawings and Specifications, or other Construction Documents submitted by the A/E FIRM to IISD and the PM for approval, or to any contractors for bidding or negotiation, shall be prepared in conformance to the usual and customary professional standard of care to the end that they adequately describe and specify the Project to be built, to a contractor who will be selected to build a project, and comply with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by the A/E FIRM at the time of such submission. In addition, the A/E FIRM shall certify that the A/E FIRM has informed IISD of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for IISD at that point in time. The A/E FIRM shall submit to the PM and IISD for review and approval check sets of Construction Documents when these Documents are 60% and 100% complete. The 60% and 100% check sets of Construction Documents must be approved in writing by PM and IISD.

2.4.3 Bid Documents

The A/E FIRM shall assist the PM and IISD in preparing the necessary bidding information, bidding forms, and Conditions of the Contract, and any Special Conditions as required for special Project requirements. In performing its work on bidding documents, A/E FIRM shall exercise diligence to assure that no items are designated as "Owner Furnished" or "Owner Installed," that IISD intended to be included within the scope of the Construction Contract. All documents are subject to IISD approval.

2.4.4 Construction Documents Cost and Time Estimates

The A/E FIRM shall provide a 60% Construction Document Estimate in Cost Model format at completion of 60% of the Construction Document phase. This 60% Construction Document Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective

action, if required.

The A/E FIRM shall provide a 100% Construction Document Estimate in Cost Model format at the conclusion of the 100% Construction Document phase. This 100% Construction Document Estimate shall be accompanied by a report to IISD, PM and Design Consultant, identifying variances with the original budget and making recommendations for appropriate corrective action, if required. The 100% Construction Document estimate shall be based on an update of the 60% Construction Document estimate. Unless otherwise directed by IISD, the A/E FIRM will not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4.5 Agency Review and Approval
The A/E FIRM shall affix professional architecture and engineering seals and signatures on all Construction Documents, including addenda, as required by Texas and local laws. The A/E FIRM shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.6 Permits
Upon completion and approval of Construction Documents, and prior to the release for bids, the A/E FIRM shall submit to the City, the State of Texas, and/or other permitting authorities the required number of sets of plans and specifications in order to expedite the process and time required for the successful bidding GC to secure the building permit(s). Revisions to the Construction Documents required for permitting shall be made by the A/E FIRM at no cost to IISD.

2.4.7 Construction Documents Design Calculations
The A/E FIRM shall submit to IISD and the PM copies of design calculations for all elements, components, and systems of the design. A/E FIRM may retain copyright discretion regarding intellectual property of materials not otherwise made the property of IISD under the terms of the Agreement.

2.4.8 Confirmation of Scope, Schedule, and Cost
The A/E FIRM shall, at the end of the Construction Documents Phase, confirm in writing that, to the best of the A/E FIRM's knowledge, information and belief, the Drawings and Specifications fulfill the Project Scope requirements, and that the construction can be completed for the Construction Budget amount, and within the Project Schedule.

2.5 The Bidding Phase

2.5.1 Notices and Advertisements
The A/E FIRM shall assist IISD and the PM in preparing notices and advertisements to solicit bids or proposals for the Project.

2.5.2 Distribution of Bid Documents
The A/E FIRM shall assist IISD with distributing the required sets of Bid Documents or Requests for Proposals to IISD bidders and plan rooms specified by IISD.

2.5.3 Pre-bid Conference
The A/E FIRM shall attend the Pre-bid Conferences and assist the PM as directed. The A/E FIRM shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bid Documents to all prospective bidders in the form of addenda.

2.5.4 Addenda
The A/E FIRM shall prepare addenda, as required, during the bidding period as needed to explain or clarify the intent of the Construction Documents. The A/E FIRM shall also provide information to the PM and IISD on the effect of addenda on the Construction Cost and Project Schedule.

2.5.5 Bid Opening and Recommendations
The A/E FIRM shall assist IISD at the bid opening, analyze and evaluate bids or proposals as directed, and make recommendations to the PM and IISD.

2.5.6 Construction Contract
The A/E FIRM shall assist the PM and IISD in the review of the Construction Contract between IISD and GC.

2.5.7 Construction Set
The A/E FIRM shall assemble a set of Contract Drawings and Specifications, and/or other Documents prepared for construction that includes all revisions required after the Construction Documents were issued for bids. These revisions shall include all addenda, permit revisions, accepted alternates, value engineering, and negotiated revisions. The A/E FIRM shall provide the assembled documents to IISD in electronic format (CAD and pdf files).

2.5.8 Notice to Proceed
If requested by IISD, the A/E FIRM shall prepare the Notice to Proceed for execution by IISD.

2.6 Construction Phase Services

2.6.1 Basic Services Period
The A/E FIRM's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Construction Contract and terminates one year after approval by IISD of the Final Certificate for Payment or LEED® Certification, whichever is later, unless extended by mutual agreement of the A/E FIRM and IISD.

2.6.2 Pre-Construction Conference
The A/E FIRM shall assist the PM in conducting a Pre-Construction Conference, to be attended by the GC, and IISD at its option, during which the Construction Documents, Project schedule, Project procedures and other pertinent issues shall be reviewed. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two working days of the meeting.

2.6.3 Project Meetings
The A/E FIRM shall attend scheduled construction progress meetings (as appropriate to the Project Scope and phase of the work) conducted by the PM and attended by IISD at its option, as well as other parties. These meetings shall serve as a forum for the exchange of information and resolution of construction decisions and will be a point where construction progress is reviewed and noted. In addition, the A/E FIRM shall attend as scheduled meetings to provide Project updates to IISD and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.6.4 Contract Administration
The A/E FIRM shall cooperate with the PM in providing administration of the Construction Contracts as set forth in General Conditions of the Contracts for Construction together with, and as amended by other documents included or incorporated into the Construction Contract.

2.6.5 Owner's Representative
The A/E FIRM shall advise and consult with IISD and the PM during construction and until one year after the issuance of the Final Certificate for Payment and/or LEED® Certification, whichever is later. The A/E FIRM shall have authority to act on behalf of

IISD only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.6 Quality Assurance
The A/E FIRM and its consultants shall visit the Project site during stages of construction or as otherwise determined by IISD and A/E FIRM. The A/E FIRM shall become generally familiar with the progress and quality of the Work completed and determine if the Work is being performed in accordance with the Contract Documents. However, the A/E FIRM shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

On the basis of on-site observations as an architect, the A/E FIRM shall keep the PM and IISD informed of the progress and quality of the Work and shall endeavor to guard IISD against defects and deficiencies in the Work. The A/E FIRM shall promptly submit to the PM a weekly detailed, written report subsequent to each such on-site visit, noting the progress and quality of the Work, and any observed defects or deficiencies in the Work. The A/E FIRM shall require the consulting engineers and its other consultants to make on-site observations of the Work and provide written reports as construction progresses. The observations of consulting engineers shall be made as frequently as necessary to verify that construction is proceeding according to Construction Documents, but not less than one site visit per month. The consultants shall also make inspections at the time of Substantial Completion and Final Completion.

2.6.7 Construction Responsibilities
The A/E FIRM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The A/E FIRM shall not have control over or charge of acts or omissions of the GC, GC's Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.8 Rejection of Non-conforming Work
The A/E FIRM shall recommend to IISD and the PM the rejection of work which does not conform to the Construction Contract Documents. Whenever necessary, the A/E FIRM shall recommend to the PM special inspection or testing of the Work in accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.9 Schedule Reviews
The A/E FIRM shall assist the PM in evaluating and approving schedules provided by the GC.

2.6.10 Review and Certification of Payment
The A/E FIRM shall review and certify the GC's Applications for Payment, by providing information based on A/E FIRM's observations at the site, and A/E FIRM shall approve Applications for Payment.

2.6.11 Communication
Communications by and with the A/E FIRM's consultants shall be through the A/E FIRM.

2.6.12 Testing Report
The A/E FIRM shall analyze and make recommendations to the PM as to the acceptability of laboratory test reports and results.

2.6.13 Submittal Review

2.6.13.1 The A/E FIRM shall review and approve or take other appropriate action upon GC's submittals such as Shop Drawings, Product Data, and Samples, for the purpose of (1) assuring compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) assuring that the Work affected by and represented by such submittals is in compliance with the requirements of the Construction Contract Documents. A/E FIRM shall be responsible for determining what aspect of the Work shall be the subject of Shop Drawings and submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Contract Documents. The A/E FIRM's action shall be taken with such reasonable promptness as to cause no delay in the Work.

2.6.13.2 The A/E FIRM's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E FIRM, of any construction means, methods, techniques, sequences, or procedures. The A/E FIRM's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 Requests for Change
The A/E FIRM shall prepare requests for changes in the Work, including information necessary for evaluation of the request and the cause of the request. The A/E FIRM and consultants shall review and make recommendations to the PM on all proposed changes in the Work, including changes in the Construction Cost priced by the GC, and requests for changes in the Project Schedule.

2.6.15 Change Orders

2.6.15.1 The A/E FIRM shall prepare Change Orders and Construction Change Documents for IISD's approval and execution in accordance with the Construction Contract. The A/E FIRM may authorize minor changes in the Work not involving an adjustment in the Construction Contract Sum or an extension of the Construction Contract Time which are consistent with the intent of the Construction Contract Documents ("**Contract Documents**"). If necessary, the A/E FIRM shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.15.2 The A/E FIRM shall review properly prepared timely requests by IISD or GC for changes in the Work, including adjustments to the Construction Contract Sum or Construction Contract Time. Review of change proposals from Contractors shall include an appropriate assessment by the A/E FIRM of proposed labor and material costs, including evaluating labor hours, labor rates, material quantities and unit prices, whenever feasible. A/E FIRM shall obtain documentation as necessary in order to complete the assessments. If the A/E FIRM determines that the requested changes in the Work are not materially different from the requirements of the Contract Documents, the A/E FIRM may issue an order for a minor change in the Work or recommend to IISD that the requested change be denied.

2.6.15.3 If the A/E FIRM determines that implementation of the requested changes would result in a material change to the Construction Contract that may cause an adjustment to the Construction Contract Time or Construction Contract Sum, the A/E FIRM shall make a recommendation to IISD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the GC, the A/E FIRM shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the A/E FIRM. With IISD's approval, the A/E FIRM shall prepare a Change Order or other appropriate documentation for IISD's execution or negotiation with the GC. The A/E FIRM shall maintain records relative to changes in the Work.

2.6.16 Interpretation of the Construction Contract Documents

2.6.16.1 Interpretation of Documents
The A/E FIRM shall interpret the Contract Documents and judge the performance thereunder by the GC, and A/E FIRM shall, within a reasonable time, but in any event so as to avoid any delay in the progress of the Work, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the

Work. The A/E FIRM's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and with concurrence of IISD. The A/E FIRM shall receive no additional compensation for providing clarification of the Drawings and Specifications.

2.6.16.2 Revisions to the Work

Revisions shall be made without adjustment to the compensation provided for hereunder, unless revisions and the cost adjustments associated therewith, are approved in writing by IISD and are not attributable to any error or omission of the A/E FIRM. Should there be substantial revisions after approval of the Project Scope, Project Scope, and schematic drawings, which substantially increases the Project Scope, A/E FIRM shall notify IISD before proceedings with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval from IISD, all such additional work claims are hereby **WAIVED AND RELEASED**.

2.6.17 Claims Recommendations

If so, requested by IISD, the A/E FIRM shall make recommendations on all claims of IISD or the GC relating to the execution and progress of the Work and on all other matters or questions related thereto. The A/E FIRM shall render written decisions within a reasonable time on all claims, disputes, or other matters in question if so, requested by IISD.

2.6.18 Material Substitutions

The A/E FIRM and the PM shall review and make recommendations to IISD as to the acceptability of substitutions of materials proposed by the GC. The recommendation shall include, but not be limited to the impact of the substitution on the Project Scope, Schedule, and Construction Cost. The materials substitution must be approved in writing by IISD before being deemed acceptable.

2.6.19 Checklist

Prior to issuing a Certificate of Substantial Completion, the A/E FIRM shall, with the assistance of the PM and IISD, prepare a checklist of incomplete work and work which does not conform to the Contract Documents. This list shall be attached to the Certificate of Substantial Completion and submitted to the GC to complete the Work, with copies forwarded to the PM and IISD.

2.6.20 Occupancy Permit

When requested by IISD, the A/E FIRM shall assist the GC in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project.

2.6.21 Accessibility Compliance Certificate
The A/E FIRM shall obtain the Accessibility Compliance Certificate when required for the Project. During the construction phase, the A/E FIRM shall obtain the services of a Registered Accessibility Specialist (RAS) when the Project is ready for inspection. The A/E FIRM shall accompany the RAS during the inspection. The A/E FIRM shall review the inspection report prepared by the RAS and advise the GC to correct non-complying items that are the responsibility of the GC. If the report identifies non-complying items that are the result of an A/E FIRM error or omission, the A/E FIRM shall request pricing for the correction of the non-complying items. The A/E FIRM shall advise IISD of the cost of correction, and upon IISD's approval, the A/E FIRM shall prepare a change order to the Construction Contract. If necessary, the A/E FIRM shall make arrangements for extension of deadlines for compliance. After the A/E FIRM has verified that all corrections have been made, the A/E FIRM shall advise the RAS that the Project is ready for re-inspection. The A/E FIRM shall assist IISD in resolution of all non-complying items until such time that the Project has been found to be in substantial compliance of applicable accessibility standards by the Texas Department of Licensing and Regulation (TDLR) and a Notice of Substantial Compliance certificate is issued by TDLR for the Project.

2.6.22 Substantial Completion
In consultation with IISD and the PM, the A/E FIRM shall determine when the Project is substantially complete and issue a Certificate of Substantial Completion. At Substantial Completion, the A/E FIRM, IISD, and PM shall establish the date for Final Completion, including the submission of all closeout documents, warranties, and other documents, in the Project Manual, or as required by the Owner's auditors, which date of Final Completion shall in no event be more than 60 days from the date of Substantial Completion.

2.6.23 As-built Documentation
The A/E FIRM and its consultants shall assist review of monthly GC As-built drawings for accuracy and completeness which GC is responsible for, and shall report its findings to GC, the PM and IISD. The A/E FIRM shall maintain records of all issued revisions to the Contract Documents, including revisions that result from responses to requests for information from the GC.

2.6.24 Warranties and Operation and Maintenance Materials
The A/E FIRM shall review Warranties and Operations and Maintenance Materials provided to the A/E FIRM by the GC. The A/E FIRM shall notify the GC of any amendments or corrections to these materials necessary to meet the requirements of

the Contract Documents. When complete, the A/E FIRM shall recommend acceptance of the materials and forward them to the PM.

2.6.25 Final Payment
The A/E FIRM shall, upon the GC's completion of the checklist items and in consultation with IISD and the PM, determine when the Project is finally completed. The A/E FIRM shall issue a final Certificate of Payment and shall provide to IISD a written recommendation regarding final payment.

2.6.26 Delivery of Drawings and Specifications
Within sixty (60) days after date of Substantial Completion, A/E FIRM shall deliver to IISD electronic (CAD and pdf files) versions of construction drawings and specifications, including all A/E FIRM modifications made during construction.

2.6.27 LEED® Points
If LEED is applicable to the Project, the A/E FIRM shall review all requests to use alternatives or other changes to determine any impact on obtaining LEED® points. The A/E FIRM shall meet with the GC and IISD as appropriate to discuss any potential impacts.

2.7 Post Construction Phase Services

2.7.1 Warranty Period Services
The A/E FIRM and its consultants shall be available for consultation during the GC's Warranty Period.

2.7.2 Warranty Expiration Inspection
A/E FIRM shall inspect the Project no later than thirty (30) days prior to the expiration of the warranty period and prepare a checklist of items to be completed by the GC. The A/E FIRM shall forward the checklist to the GC to complete the work, with a copy to the PM and IISD.

2.8 Requirements as Basic Services for Projects that Include Additions, Rehabilitation and/or Repair-Replacement

2.8.1 On-Site Investigation
For projects involving additions to existing buildings, new construction at sites of existing facilities, rehabilitation, alteration, repair and/or replacement of existing construction, the Basic Services of the A/E FIRM shall include the necessary on-site investigations, measurements, and documentation of existing facilities and infrastructure

as required; the review of as-built documents, if any, of the existing facility; and comparison of actual construction with such documents and measurements and investigations as required to be fully informed on the observable portions of the existing improvements.

2.8.2 Additional Compensation
No additional fee will be authorized for job site observations and measurements of existing improvements by the A/E FIRM.

2.8.3 Contractor Verification of Existing Conditions
In the case of such projects, the A/E FIRM shall incorporate into the Construction Documents such requirements as will fix with the GC the responsibility to verify the accuracy of information provided for existing construction conditions, to verify existing conditions and promptly disclose in writing any variances and request directions, to verify the presence of underground utilities and improvements, and to protect existing facilities, including, but not limited to, data networks, intrusion alarms, surveillance systems, intercoms and other infrastructure, from damage resulting from construction operations.

ARTICLE 3
ADDITIONAL SERVICES OF THE A/E FIRM

3.1 Additional Services
The following services of the A/E FIRM, when authorized in advance in writing by IISD, shall be considered Additional Services to be paid for by IISD. Services not listed herein as Additional Services shall be considered Basic Services, unless otherwise agreed to in writing by IISD.

3.1.1 Special Analysis
Providing special analysis of IISD'S needs not otherwise included in Basic Services.

3.1.2 Studies
Providing comparative studies of prospective sites.

3.1.3 Surveys
Providing boundary and topographic surveys prepared by a licensed land surveyor.

3.1.4 Geotechnical Reports
Providing geotechnical soil borings, soil analysis and geotechnical reports prepared by a geotechnical engineer.

3.1.5 Traffic Studies
Providing a traffic study required for obtaining a building permit and/or as requested by IISD prepared by a licensed traffic engineer.

3.1.6 Additional Revisions Requested By Owner
Extensive revisions of Schematic, Design Development and Construction Documents previously approved in writing by IISD, when so directed in writing by IISD; provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by the A/E FIRM or when due to the fact that the lowest bona fide construction bid, or proposal exceeds the Construction Budget.

3.1.7 Damaged Work
Providing consultation concerning replacement of any Work damaged by fire and other causes during construction and furnishing professional services as may be required in connection with the replacement of such Work.

3.1.8 Services Regarding Default of GC
Providing professional services made necessary by substantial default of the GC in the performance of the Construction Contract.

3.1.9 Interior Design and Other Services Related to Furnishings
Providing interior design and other services required in connection with the selection of furniture and furnishings not included in the Construction Contract.

3.1.10 Change Order Preparation
Preparing change orders and related documents required by changes (whether increases or decreases) in the Project Scope as requested by IISD, and not due to the error or omission of the A/E FIRM, and when the volume of change orders substantially exceeds that which could be expected on a project of similar scope.

3.2 Services Due to Errors and Omissions by the A/E FIRM
Notwithstanding anything to the contrary expressed elsewhere in Article 3, no services made necessary, in whole or in part, by any fault or omissions of the A/E FIRM to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service under this Agreement.

3.3 Costs for Additional Services
For Additional Services provided by A/E FIRM, which have been pre-approved in writing by IISD, IISD shall compensate the A/E FIRM on the hourly rate schedule provided below as follows:

Executive/Principal $ 370.00
Director $ 300.00
Engineer of Record $ 250.00
Project Manager/Project Architect $ 240.00
Construction Observer $ 230.00
Code Specialist $ 200.00
Environmental Graphic Designer $ 200.00
Furniture Design Specialist $ 200.00
Interior Designer $ 200.00
Project Leader/Architect/Planner $ 200.00
Visualization $ 200.00
Engineer-in-Training $ 150.00
Interior Design Associate $ 120.00
Intern $ 120.00
Marketing/Bond $ 100.00
Administrative $ 95.00

Unless otherwise agreed to in writing by IISD and A/E FIRM, compensation for Additional Services shall be in accordance with the hourly rates set forth above.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 Project Requirements
IISD shall consult with the A/E FIRM regarding requirements for each Project, including IISD'S contemplated objectives, schedule constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements. IISD may satisfy its obligations under this Article 4 by or through the PM acting as a representative of IISD.

4.2 Owner's Designated Representative
IISD shall designate a Representative authorized to act on IISD's behalf with respect to the Project. IISD or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the A/E FIRM in order to avoid unreasonable delay in the orderly and sequential progress of the A/E FIRM's services.

Such decisions, or the presence of such representative at the site, shall not at any time relieve the A/E FIRM, in whole or in part, from any duty or responsibility placed upon the A/E FIRM under the terms of this Agreement.

4.3 Surveys

IISD may elect to have the A/E FIRM obtain surveys as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish surveys. The surveys, obtained by the A/E FIRM or furnished by IISD, shall describe physical characteristics, legal limitations, and utility locations for the site of the Project, and include a written legal description of the site which shall be a part of this Agreement. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions (if available) and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.4 Geotechnical Services

When the services of geotechnical engineers are reasonably required for the Project, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of geotechnical engineers. IISD's written approval is necessary before the services of geotechnical engineers can be enlisted. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The A/E FIRM shall review the completeness and confirm in writing to IISD the sufficiency of the type of tests and information, whether furnished through the A/E FIRM or furnished by IISD.

4.5 Consulting Services

When the services of other consultants are reasonably required by the Project Scope and are requested by the A/E FIRM and approved for the Project by IISD, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of other consultants. IISD shall approve such consultants only if such consultants are not to be provided by A/E FIRM under this Agreement. IISD's written approval is necessary before the services of these other consultants can be enlisted.

4.6 Testing Services
IISD shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law. Should the A/E FIRM or its consultants at any time suspect the presence of asbestos or other hazardous material at the Project site or any related structure, the A/E FIRM shall notify the PM and IISD in writing immediately.

4.7 A/E FIRM Review of Information Provided by IISD
The services, information, surveys, and reports required by Articles 4.3 through 4.6 shall be furnished at IISD's expense, and, absent the negligence of A/E FIRM, the A/E FIRM shall be entitled to rely upon the information provided by IISD. The A/E FIRM shall provide timely review of such information, surveys and reports and advise IISD whether such data is sufficient for A/E FIRM to perform its services under this Agreement.

4.8 Forms and Contract Documents
IISD shall provide necessary forms of contracts, bonds, General, Supplementary and Special Conditions of the Construction Contract, advertisement for bids, request for proposals, and other forms IISD may deem appropriate.

4.9 No Waiver of Claim
Nothing in this Agreement, nor any act or failure to act on the part of IISD or the PM shall be construed as a waiver of a claim by IISD for any defects or deficiencies in the Drawings and Specifications, or for any other breach of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 Responsibility for Construction Cost

5.1.1 Basis for Construction Budget
A/E FIRM's evaluations of IISD's Project Budget and the A/E FIRM's preliminary estimates of Construction Cost and detailed estimates of Construction Cost, represent the A/E FIRM's best judgment as a design professional familiar with the construction industry and local market conditions.

This Construction Budget shall not be exceeded unless the amount is approved by the IISD Board of Trustees and changed in writing by IISD. When multiple campuses or sites are included in the Project, the Construction Budget for each campus or site shall not be exceeded unless approved by the IISD Board of Trustees and changed in writing by IISD.

5.1.2 Budget Exceeded by All Bids
If the Construction Budget is exceeded by the lowest bona fide bid or negotiated proposal, IISD may:

1. Cooperate in revising the Project Scope and/or quality as required to reduce the Construction Cost prior to rebidding. In this event, the A/E FIRM shall modify the Contract Documents without additional charge as necessary to comply with the Construction Budget.
2. Authorize rebidding or re-issuing for proposals of the Project within a reasonable time.
3. Increase the Construction Budget with IISD Board of Trustee approval; or
4. Abandon the Project and terminate in accordance with Article 7.

ARTICLE 6
USE OF A/E FIRM'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Drawings Specifications and Documents
The Drawings, Specifications and other documents prepared by the A/E FIRM and A/E FIRM's consultants for the Project shall become the property of IISD, whether the Project is completed or not. IISD shall be furnished and permitted to retain reproducible copies and electronic versions of A/E FIRM's Drawings, Specifications, and other documents.

6.2 Use of Documents by IISD
The documents prepared by A/E FIRM may be used as a prototype for other facilities by IISD. IISD may elect to use the A/E FIRM to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the A/E FIRM is obligated to perform the work for an additional compensation that will fairly compensate the A/E FIRM and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If IISD elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect shall be entitled to use A/E FIRM's consultants on the same basis that A/E FIRM would have been entitled to use them for the work on the reuse of the prototype, and such architect shall be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and change order drawings in performing its work. The A/E FIRM will not be responsible for errors and omissions of a subsequent architect and will not be responsible for damages resulting from its own errors and omissions to the extent that

the drawings result from a reuse by other professionals on a subsequent project. The A/E FIRM shall commit its consultants to the terms of Section 6.2.

6.3 Release of Documents upon Termination
In the event of termination of this Agreement for any reason, IISD shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

6.4 Use of Construction Drawings by A/E FIRM
Only the details of the drawings relating to this Project may be used by the A/E FIRM on other projects, but they shall not be used as a whole without written authorization by IISD. IISD furnished forms, conditions, and other written documents shall not be used on other projects by the A/E FIRM. A/E FIRM may retain copyright discretion regarding intellectual property of materials not otherwise made the property of IISD under the terms of the Agreement.

ARTICLE 7
TERMINATION

7.1 Termination for Cause by IISD
This Agreement may be terminated by IISD with cause upon not less than seven days written cure notice to the A/E FIRM. In the event A/E FIRM:

(a) fails in any respect to prosecute all or part of its work with promptness and diligence; or
(b) fails to perform or honor any of the provisions in this Agreement; or
(c) becomes insolvent, bankrupt or is put into receivership; or
(d) fails to pay its sub consultants, vendors or others providing labor, materials, or services to a project, by through or under A/E FIRM when due; or
(e) appears that it is unable to meet the Owner's scheduling requirements for A/E FIRM's work in whole or in part,

then A/E FIRM, failing to cure, shall be in default and IISD may immediately terminate for cause and withhold any payment then due or becoming due to compensate IISD for any loss it incurs in relation to the default. In the event IISD incurs costs in excess of A/E FIRM's Agreement amount to complete A/E FIRM's work, then A/E FIRM shall compensate IISD for any shortfall upon demand.

7.2 Termination by IISD for Convenience

7.2.1 Timing
IISD may at any time, at will and without cause, terminate any part or all of the Agreement. Such termination for convenience shall be effective immediately by giving A/E FIRM written notice. A/E FIRM shall continue to prosecute any part of the Agreement not terminated. A/E FIRM shall require a comparable termination for convenience provision in all lower-tier subcontracts and agreements.

7.2.2 Payments
If IISD terminates any part or all of this Agreement for convenience, IISD shall incur no liability to A/E FIRM because of such termination, except that A/E FIRM may be entitled to payment for (i) Work properly executed in accordance with this Agreement prior to the effective date of the termination and for (ii) Reimbursable Expenses then due; provided, however, A/E FIRM must satisfy the other conditions precedent to payment described in this Agreement. In no event shall A/E FIRM be entitled to any other cancellation costs, including but not limited to, special overhead, anticipated profits, or to any direct, indirect, incidental, or consequential damages.

7.3 Termination by A/E FIRM
If IISD substantially breaches this Agreement, then A/E FIRM may terminate this Agreement if A/E FIRM gives IISD written notice of the basis on which it seeks to terminate, and IISD has failed to commence to cure any such breach within 30 days of receipt of such notice.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Jurisdiction and Venue
This Agreement shall be construed, governed by, and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. Venue of any dispute related to this Agreement shall lie exclusively in Dallas County, Texas. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Dallas County, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue to resolve any dispute with respect to the Agreement.

8.2 Attorney Fees
In connection with IISD's defense of any suit against it and/or IISD's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the IISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, IISD shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

8.3 Nature of Binding Agreement Between Parties
IISD and the A/E FIRM each binds themselves, and their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, corporate officers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. A/E FIRM shall not assign, sublet, or transfer this Agreement without the written consent of IISD.

8.4 Entire and Integrated Agreement
This Agreement represents the entire and integrated agreement between IISD, and A/E Firm supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both IISD and A/E Firm. In the event that any terms or conditions in any Exhibit attached hereto directly or indirectly contradict or conflict with any terms or conditions in this Agreement, the terms and conditions of this Agreement shall control.

8.5 No Contractual Relationship with a Third Party
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either IISD or A/E FIRM.

8.6 Format and Timely Performance

8.6.1 Format for Delivery of all Services
The format for delivery of all services associated with this Agreement will require expedient and timely response by the A/E FIRM and consultants to assure compliance with the Project Schedule.

8.6.2 Development and Maintenance of Schedules
The A/E and consultants shall be required to jointly develop and maintain schedules acceptable to IISD and the PM.

8.7 Compliance with Federal Requirements
In the event a federal grant or other federal financing participates in the funding of the Project, the A/E FIRM shall permit access to and grant any federal representatives the right to examine its books covering its work under this Agreement. The A/E FIRM shall comply with federal requirements as they relate to the Project.

To the extent that Federal Funds are utilized for payment under this Agreement, A/E FIRM agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). A/E FIRM shall complete the EDGAR A/E FIRM Certifications which certifications are incorporated by reference herein and shall ensure that such A/E FIRM Certifications are promptly updated as necessary during the term of this Agreement.

Noncompliance or misrepresentation regarding the A/E FIRM Certifications may, in IISD's sole discretion, be grounds for immediate termination of this Agreement for cause.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this Project, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.8 Conflict of Interest

Any third-party firm having common ownership with the A/E FIRM shall be prohibited from providing architectural, engineering, or other design related services on, or the construction of, the Project. In addition, no employee of IISD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee of IISD participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This subsection is subject to provisions of the Texas Local Government Code at 171.002 et. seq., which require a public official with substantial interest in a business entity to file an affidavit stating the nature and extent of the interest and to abstain from a vote or decision on any matter involving the business entity.

8.9 Provision of Services in Compliance with Applicable Laws

The A/E FIRM hereby represents that the services provided hereunder shall be performed by, or under the direct supervision of, an A/E FIRM duly licensed pursuant to licensing laws, including but not limited to Chapter 1051, V.T.C.A. Occupations Code, Regulation of Architecture and Related Practices, and Chapter 1001, V.T.C.A. Occupations Code, Texas Engineering Practice Act, as applicable. Furthermore, A/E FIRM hereby agrees to exercise usual and customary professional care to assure that all plans and specifications, drawings, and all other documents and services provided hereunder, comply with applicable laws, statutes, building and zoning codes, ordinances, rules, and regulations generally and specifically related to public school districts, and with the aforementioned Chapters 1001 and 1051. Additionally, A/E FIRM represents to IISD that the Construction Documents it provides IISD are sufficient to direct the GC to construct a project in accordance with the scope IISD has provided the A/E FIRM.

8.10 Audit
A/E FIRM's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including bid recaps, original estimates; estimating work sheets; correspondence; back-charge logs and supporting documentation and any other supporting evidence deemed necessary by IISD to substantiate charges related to any matters related to the Agreement (including interviews with A/E FIRM's personnel and Professional Consultant personnel) shall be open to inspection and subject to audit and/or reproduction by IISD's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) A/E FIRM compliance with Agreement requirements; (ii) compliance with IISD's business ethics policies; and (iii) compliance with provisions for pricing or claims submitted by the A/E FIRM or any of its payees. IISD or its designee shall be afforded access to all of the A/E FIRM's records pursuant to the provisions of this Article throughout the term of this Agreement and for a period of five years after final payment, or longer if required by law, or until pending litigation has been completely and fully resolved, whichever occurs last.

8.11 Business Ethics
During the course of pursuing agreements, and the course of performance of this Agreement, A/E FIRM and its Professional Consultants and vendors shall maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of IISD, its contractors, consultants, or its Program Managers, or to family members of any of them. At any time, A/E FIRM believes there may have been a violation of this obligation, A/E FIRM shall notify IISD of the possible violation. IISD is entitled to request a representation letter from A/E FIRM, its Professional Consultants, or vendors at any time to disclose all things of value passing from A/E FIRM, its professional consultants, or vendors to IISD's personnel, its contractors, consultants, and Program Managers.

8.12 No Waiver of Immunity
IISD does not waive or relinquish any immunity or defense on behalf of itself and its officers, trustees, employees, and agents as a result of their execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, trustee, director, employee, or representative of IISD.

8.13 No Waiver
No waiver of a breach of any provision of this Agreement shall be construed to be a waiver

of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

8.14 National Criminal Background Checks
Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, A/E FIRM hereby certifies that it is or will be a qualified school contractor while performing work on behalf of IISD and that all employees, subcontractors and volunteers of the A/E FIRM who are hired by A/E FIRM on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. A/E FIRM must provide a list of the names and dates of birth of all employees who have passed the background check to District.

A/E FIRM must also provide assurances that all of its employees, subcontractors, and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor, or volunteer of the A/E FIRM has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony

District may terminate this Agreement for cause if the District determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction.

8.15 Debarment and Suspensions
A/E FIRM certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972, as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age

Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.16 Use of District Seal, Logo(s), or Phrases
The A/E FIRM shall not use the district's seal, logo(s), or any phrase associated with the district in any documents or deliverables without the written permission from the Board of Trustees, the Superintendent of Schools, or their designee.

8.17 Texas Public Information Act (TPIA)
A/E FIRM acknowledges that IISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, IISD is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the A/E FIRM has clearly marked as confidential and/or proprietary, IISD shall provide the A/E FIRM with the notices under the TPIA. A/E FIRM acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

8.18 Confidential Information
The A/E FIRM shall not disclose or permit the disclosure of any confidential information of IISD or created in connection with the Project, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

8.19 Enforceability of Provisions
If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be reformed to provide as close to the original intent of the provision as possible while still being enforceable. However, in the event such a reformation is not possible then (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part of this Agreement; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. In the event any law, ordinance, standard, specification, rule, or authority is referenced and/or incorporated herein, such reference shall be construed to be the law, ordinance, rule, or authority in effect at the time of performance of A/E FIRM's services or other obligation to which such law, ordinance, rule, or authority applies. Further, in the event that a provision of the contract conflicts in such a manner that the provision of the contract requires something impermissible according to any applicable law, ordinance, rule or authority, the Agreement shall be interpreted to give precedence to the applicable,

law, ordinance, rule, or authority. An Agreement provision that requires the A/E FIRM to satisfy a higher level of performance or standard than a law, ordinance, rule, or authority shall be given precedence in interpreting the obligations of the A/E FIRM.

8.20 Sexual Harassment Forbidden

Sexual harassment of employees of the A/E FIRM or employees or students of IISD by employees of the A/E FIRM is strictly forbidden. Any employee of the A/E FIRM who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the A/E FIRM, including dismissal and IISD may request that any employee of A/E FIRM being investigated for sexual harassment be removed from any further activity or work on the Project until investigatory findings have been made by A/E FIRM, presented to IISD, and accepted as conclusory. Should IISD choose to continue with the Project in the absence of any employee of A/E Firm, it may request the exclusion of such employee from continued work on the Project or any future project of IISD and such exclusion shall not result in addition cost or expense to IISD.

8.21 Notice

Any notice required to be given relating to this Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses. Either party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

To: **Huckabee and Associates, Inc**
5830 Granite Parkway, Bldg 5, Ste 750
Plano, TX 75024
Attn: Andre Brackens
abrackens@huckabee-inc.com

To: **Irving Independent School District**
2621 W. Airport Freeway
Irving, Texas 75062
Attn: Jerome Pilgrim

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

ARTICLE 9
PAYMENTS TO THE A/E FIRM

9.1 Invoicing & Payments

9.1.1 Invoicing and Payment

Payments on account of the A/E FIRM's Basic Services performed shall be upon submission of A/E FIRM's original signed invoice, limited to the proportion of services performed to date. In the event the A/E FIRM submits to IISD invoices, statements, reports, etc. that are incomplete, inaccurate, or in need of substantial internal research, such action could result in delay of payment. IISD shall not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the A/E FIRM.

Notwithstanding the above, IISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. No payments shall be made on invoices not listing an IISD purchase order number. Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit price as awarded.

All invoices must be sent to: Irving ISD/Accounts Payable, PO Box 152637, Irving TX 75015-2637. The following items are required by or must appear on all invoices submitted by A/E FIRM:

a. Invoice is to be "received" at the address indicated on the Purchase Order
b. Purchase Order Number
c. Pricing on the invoice matches the price on the Purchase Order
d. A description of the goods or services provided, the Purchase Order number, invoice number and any applicable cash discount.
e. Quantities on the invoice do not exceed those specified on the Purchase Order
f. A unique invoice number is used for each billing
g. Merchandise has been shipped or services performed
h. Description of goods and services on the invoice match the description on the Purchase Order.

9.1.2 Basic Service Compensation
The estimated Construction Budget for the Project is $51,000,000. The District shall compensate A/E FIRM in an amount equal to 6.3% of the actual Construction Budget, plus actual cost for consultants providing Additional Services. When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, or at IISD's sole discretion the Project Scope is increased or reduced from the scope of services described as described in Section 2.1.7 of the Agreement, compensation for those portions of the Project shall be payable to the extent services have been performed by A/E FIRM, as determined by IISD.

For purposes of A/E FIRM's compensation, the Construction Budget shall not include the compensation of the A/E FIRM; the costs of the land, rights-of-way, financing, or contingencies for changes in the Project; or other costs that are the responsibility of IISD under the terms of the Agreement.

Notwithstanding anything in this Agreement to the contrary, any increases in the Construction Budget over One Hundred and fifty-thousand dollars ($150,000) ("**Substantial Increase**") must be approved by the IISD Board of Trustees. Any such Substantial Increase that may be agreed to by an IISD employee shall be null and void and shall not be binding on IISD. A/E FIRM shall not have a claim, either contractually or by quantum merit, for any services rendered prior to IISD Board of Trustee approval of a Substantial Increase. If the A/E FIRM attempts to receive or receives an agreement modification or amendment from a district employee who is not authorized to make such changes, the A/E FIRM does so at its own risk or peril and risks termination of the Agreement for cause.

9.2 Payments on Account of Additional Services
Payments on account of the A/E FIRM's Additional Services, which are authorized in writing by IISD, shall be made monthly upon presentation of the A/E FIRM's statement of services rendered, and such supporting documentation as IISD may require. A/E FIRM expressly waives any right to payment for an item of Additional Services rendered if A/E FIRM does not give written notice of its claim for the services within ninety (90) days of the performance of the item it claims to be Additional Services.

9.3 Payments on Account of Reimbursable Expenses

9.3.1 Recovery of Reimbursable Expenses
The A/E FIRM shall be entitled to recover monthly for the expenses set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7, and 9.3.8 on the terms set out in those sections for the following expenses when necessarily incurred in performing services under this Agreement by A/E FIRM or its consultants. No other categories of expenses are

reimbursable to A/E FIRM. The actual cost with applicable taxes only is allowed with no percentage for mark-up.

9.3.2 Transportation and Traveling Outside of Greater Dallas Area
Cost of transportation and living when traveling outside of the greater Dallas/Ft. Worth area in connection with a project, at IISD's request and authorization.

9.3.3 Production of Actual Construction Documents
Cost of reproduction for actual Construction Documents (plans, specifications, and addenda only for bidding and construction) and reproduction of required documents for formal submittal of Schematic Design and Design Development, and the cost of reproduction printing for 60% and 100% Construction Document check sets only as ordered by IISD, and cost of reproduction of IISD's drawings of existing structures. A/E FIRM shall utilize printing companies as approved in advance by IISD in writing.

9.3.4 Models/Color Renderings
The expense of models or color renderings for IISD's use, if authorized in writing by IISD in a pre-determined lump sum amount.

9.3.5 Delivery Services
Reasonable costs of necessary delivery services in the Dallas/Ft. Worth area.

9.3.6 State Accessibility Plan Review and Inspection
Cost of reproductions, application fees for approval of plans, and inspection fees for approval of construction paid to the Texas Department of Licensing and Regulation or a Registered Accessibility Specialist.

9.3.7 Permit Fees and Permit Expediting
Cost of payment to City of Dallas/City of Irving plan checking department and/or plan/permit consulting service to expedite plan checking process, if deemed necessary by IISD, to achieve completion of an accelerated Project Schedule.

9.3.8 On-Line Charges
If applicable, cost of LEED® registration, application, and review fees for projects seeking LEED® certification. Prior written approval from IISD is required before incurring any additional cost associated with appealing a decision on an unapproved LEED® point.

9.3.9 Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted

services. In the event that a project is delayed or otherwise affected by A/E FIRM's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.3.10 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.3.11 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

9.4 Payments Withheld

9.4.1 Deductions for Sums Withheld From General Contractor
No deductions shall be made from the A/E FIRM's compensation on account of penalty, liquidated damages or other sums withheld from payments to GCs.

9.4.2 IISD Not Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that the Project is delayed or otherwise affected by A/E FIRM's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments otherwise due A/E FIRM

9.5 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.6 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

ARTICLE 10
BASIS OF COMPENSATION

IISD shall compensate the A/E as follows:

10.1 Basic Compensation

10.1.1 Basic Services
For A/E FIRMS's Basic Services, as described in Article 2, compensation shall be the fixed amounts provided at Section 9.1.1. Notwithstanding the foregoing, A/E FIRM's compensation for Basic Services is subject to increase or decrease as per Section 9.1.2.

10.1.2 Services Related to Errors and Omissions
A/E FIRM shall promptly correct any defective designs or specifications furnished by, through or under the A/E FIRM at no cost to IISD. A/E FIRM's change order services relating to A/E FIRM errors and/or omissions are deemed to be part of the Basic Services and not Additional Services.

10.1.3 Offset Cost for Change Orders Related to A/E Errors, Acts and Omissions
IISD shall be entitled to offset against any sums otherwise due A/E FIRM, all costs of change orders caused by A/E FIRM's negligent errors, acts or omissions under the legal standards governing professional conduct of A/E FIRM. In the event such costs exceed any sums due A/E FIRM, the A/E FIRM shall be liable to IISD for all excess costs and will pay IISD upon demand.

10.2 Compensation for Additional Services

10.2.1 Additional Services
Unless otherwise agreed in writing, for Additional Services of the A/E FIRM shall be calculated as described in Article 3, but excluding services of consultants described in 10.2.2, compensation shall be calculated for the reasonable amount of time necessarily spent in accomplishing Additional Services which have been authorized by IISD, at the rates identified in Section 3.3 of the Agreement.

10.2.2 Additional Services by Consultants
For Additional Services of consultants approved by IISD, the reasonable and necessary actual cost to A/E FIRM of the Additional Service provided by the consultants.

10.3 Compensation for Reimbursable Expenses
For Reimbursable Expenses approved in writing by IISD, the reasonable, necessary actual cost to the A/E FIRM of the items set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7 and 9.3.8.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Basic Insurance Requirements
The A/E FIRM shall carry insurance with responsible underwriters acceptable to IISD and with minimum limits of liability, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, claims for property damage; and claims arising out of the performance of professional services caused by any of his own errors, omissions or negligent acts, or the errors, omissions or negligent acts of any person and/or consultant employed by him or by others for which he is legally liable. The A/E FIRM shall furnish certificates of insurance on state approved forms to IISD indicating compliance with this Section.

Type of Coverage

The architect shall secure non-declining, non-expense within limits professional liability insurance in a minimum amount of $1,000,000.00 from an insurer lawfully authorized to do business in the jurisdiction in which the Project is located and which shall apply to claims made with respect to this Project for negligent acts, errors or omissions of the architect, the architect's consultants, and agents and employees of any of them, subject to the standard terms and conditions of such policies, as acceptable to and approved by the Owner's Project Representative.

The architect shall furnish to the Owner's Project representative copies of Certificates of such Project professional liability insurance. The costs and premiums for such insurance will be at the expense of the architect. In addition, the architect may be asked to provide the following insurance coverage in the following amounts:

The insurance required shall be written by an insurance company having an A VIII rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Commercial General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	$2,000,000
(b) Products Comp/Ops. Aggregate	$1,000,000
(c) Personal & Adv. Injury	$1,000,000
(d) Each Occurrence	$1,000,000
(e) Per Project Aggregate	$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	$1,000,000
(b) Disease-Policy Limit	$1,000,000
(c) Disease-Each Employee	$1,000,000

3. Automobile Liability:

(a) Owned/Non-owned and Hired	$1,000,000

4. Excess/Umbrella Liability:

(a)	$1,000,000

5. Architects/Engineers Professional:

(a)	$1,000,000

An "Original Certificate of Insurance" will evidence compliance with the insurance requirements and must be submitted with the packet.

Other insurance requirement as agreed upon in the contract addendum for each individual project.

A/E Firm shall not commence work under this agreement until satisfactory evidence of such insurance has been delivered to and approved by the district.

11.2 Evidence of A/E FIRM Professional Liability Errors and Omissions Insurance
The A/E FIRM shall submit evidence at the time of execution of this Agreement that it has in full force and effect professional liability errors and omissions insurance. The A/E FIRM shall maintain such insurance in full force and effect throughout the duration of this Agreement, and thereafter for a period of three years provided that such coverage is reasonably available at commercially affordable premiums. In the event that it becomes commercially infeasible to maintain it during the period required by this Agreement, A/E

FIRM shall supply IISD with equivalent assurance to the required insurance acceptable to IISD.

11.3 Certificates of Insurance
The A/E FIRM shall furnish evidence to IISD of insurance in the form of state approved certificates from insurance carriers acceptable to IISD. Upon request, A/E FIRM shall provide IISD copies of all policies and endorsements applicable to this Contract. Where possible, each policy shall be endorsed to provide that carrier will not cancel or significantly diminish coverage by endorsement without thirty days written notice to IISD. In the event there is a deductible on any policy, A/E FIRM shall furnish evidence that it is able to satisfy the deductible.

11.4 Additional Insured
A/E FIRM shall add IISD as an additional insured to any and all policies of insurance purchased by A/E FIRM, using an endorsement form at least as broad as CG 2026 1185, excepting workers' compensation and professional liability, whether or not such policies of insurance are required under this Agreement.

11.5 Waiver of Subrogation
All of A/E FIRM's policies shall state that they shall be primary and non-contributory to any and all IISD policies of insurance and shall be endorsed to waive subrogation, using an endorsement form at least as broad as CG 24 04 [Ed. 11-85].

11.6 Alternate Employer
IISD shall be added as an "alternate employer" on A/E FIRM's workers' compensation insurance.

11.7 Meeting of Minimum Insurance Requirement
Consultants to the A/E FIRM shall be required to show evidence of coverage of the types indicated above. The required minimum limits of liability of such coverage for consultants to the A/E FIRM shall be determined by the A/E FIRM and shall be subject to approval in writing by IISD and shall be commensurate with the type and level of involvement and service of the consultants to a project.

11.8 Indemnification
THE A/E FIRM SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS IISD AND EACH OF ITS RESPECTIVE PAST, PRESENT, AND FUTURE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, BOARD MEMBERS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COST AND

IRVING
Independent School District

EXPENSES INCURRED BY INDEMNIFIED PARTIES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

IN WITNESS WHEREOF, THE IRVING INDEPENDENT SCHOOL DISTRICT has caused this Contract to be signed by its Superintendent, duly authorized to execute same in its behalf by the Board of Trustees, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

ATTEST:
HUCKABEE & ASSOCIATES, INC.

ANDRE BRACKENS
DIRECTOR OF DALLAS OFFICE

André M. Brackens
Signature

8/28/2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

MAGDA HERNANDEZ
SUPERINTENDENT OF SCHOOLS

Magda Hernandez
Signature

08-31-2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

RANDY RANDLE
PRESIDENT, BOARD OF TRUSTEES

Signature

Date

IRVING
Independent School District

ACTION ITEM – BIDS
9/18/2023

TOPIC: Consider Approval and Execute Agreement with PBK Architects, Inc. for Architectural Design and Engineering Services for Construction of a New Career and Technical Education Center (2023 Bond Funded)

SUBMITTED BY: F. Natividad/G. Johnson/M. Zakhary

BACKGROUND: On June 19, 2023, the Board Approved the Recommendation to enter into Agreement with PBK Architects, Inc. for Architectural Design and Engineering Services for Construction of a New Career and Technical Education Center. After satisfactory negotiations, the District and PBK Architects, Inc. has finalized the Agreement which is hereby presented to the Board for final Approval and Execution.

Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Estimated Construction Budget $123, 250,000

ADMINISTRATIVE RECOMMENDATION: The Bond Selection Committee Recommends the Board to Approve & Execute the Agreement for Architectural Design and Engineering Services for Construction of a New Career and Technical Education Center with PBK Architects, Inc.

RECOMMENDED BOARD ACTION: I Move that the Board Approve and Execute the Agreement for Architectural Design and Engineering Services for Construction of a New Career and Technical Education Center with PBK Architects, Inc.

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date:9/18/2023

Topic: Consider Approval and Execute Agreement with PBK Architects, Inc. for Architectural Design and Engineering Services for Construction of a New Career and Technical Education Center (2023 Bond Funded)

Recommended Vendor(s)	PBK Architects, Inc.
Contract Type (e.g. Co-op, RFP)	Contract #23B-02-600
Contract Term or One Time Purchase	One (1) year with the option to auto renew for four (4) additional one-year terms
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

JEROME PILGRIM
DIRECTOR OF PURCHASING

Randy Randle, President Board of Trustees

Date: _____

A.D. Jenkins, Secretary Board of Trustees

Date: _____

Magda Hernandez, Superintendent of Schools

Date: _____

Esther Kolni, General Counsel

Date: _____

Attachments:

1. Memo from Morad Zakhary and Fernando Natividad dated September 7, 2023
2. Agreement with PBK Architects, Inc. to be Executed

Date: September 7, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

THRU: Fernando Natividad, Chief Financial Officer
Jerome Pilgrim, Director of Purchasing

FROM: Morad Zakhary, Senior Bond Program Manager

Subject: Requesting the Board Approve and Execute the Agreement with PBK Architects, Inc. for Architectural Design and Engineering Services for Construction of a New Career and Technical Education Center (2023 Bond Funded)

On June 19, 2023, the Board Approved the Award for Architectural Design & Engineering Services for Construction of a New Career and Technical Education Center to PBK Architects, Inc.

The Administration has successfully negotiated an Agreement with PBK Architects, Inc. and is hereby presenting it to the Board for final approval and execution. Please refer to the attached Agreement between Irving ISD and PBK Architects, Inc. presented for your signature.

1. The Estimated Construction Budget of $123,250,000

2. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

I recommend that the Board Approve and Execute the Agreement between Irving ISD and PBK Architects, Inc. for Architectural Design and Engineering Services for Construction of a New Career and Technical Education Center. Please refer to Attachment 2 for your Execution and Signature.

MORAD ZAKHARY
SENIOR BOND PROGRAM MANAGER

JEROME PILGRIM
DIRECTOR OF PURCHASING

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

IRVING INDEPENDENT SCHOOL DISTRICT

ARCHITECT/ENGINEER AGREEMENT

FOR

Architectural Design and Engineering Services

WITH

PBK Architects, Inc.

Contract No: 23B-02-600
Career & Technical Education Center

ARCHITECT/ENGINEER AGREEMENT

Pursuant to Irving ISD RFQ #23B-02-600, this Architect/Engineer Agreement ("Agreement" or "Contract") is effective as of the date of the last signature of a party to the Agreement ("Effective Date"), by and between the Irving Independent School District, a body corporate, created under and by virtue of the laws of the State of Texas, (hereinafter referred to as "IISD", "District" or "Owner") and

PBK Architects, Inc.
14001 Dallas Parkway Suite 400
Dallas, TX 75240
Attn: Rick Blan
Rick.Blan@pbk.com

an individual, partnership, or corporation licensed to practice architecture in the State of Texas (hereinafter referred to as "A/E FIRM") for **Architectural Design and Engineering Services, as described herein, for the assigned 2023 Bond Program Project of the Career & Technical Education Center**.

The Agreement will be in effect for one (1) year, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms.

Now, therefore, IISD and A/E FIRM, for the consideration hereinafter set forth, agree as follows:

Definitions

Architect/Engineer (A/E FIRM): The individual, partnership or corporation named above, licensed to practice architecture in the State of Texas, and obligated to perform the services outlined in this Agreement.

Construction Budget: That portion of a Project Budget allocated for the Construction Cost of an individual project.

Construction Schedule: The schedule prepared by the General Contractor (GC) establishing completion dates for work activities in accordance with the Contract Documents.

Construction Contract: The agreement between IISD and the GC.

Design Guidelines: Written instructions to the PM, A/E FIRM, and consultants intended to establish standards for equipment, material and finish requirements provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

Educational Facilities Specifications: Detailed description of individual space requirements addressing special utilities finishes and fixed equipment provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

General Contractor (GC): The organization responsible for construction of a Project according to the documents prepared under this Agreement.

Preliminary Program of Requirements (PPR): IISD's Program for a project, stating IISD's objectives, schedule, constraints, and criteria, including space requirements and relationships, special equipment, systems, and site requirements.

Program Manager (PM): The organization selected to represent IISD in managing a project. The PM shall perform the services pursuant to a separate agreement with IISD. Should IISD not use a third-party PM on this Project, then any reference to "PM" shall be deemed references to IISD.

Project: The specific work described in the Project Scope, specifications, and requirements.

Project Budget: Funds allocated for all costs associated with a Project.

Project Schedule: A schedule for a Project showing all activities and critical and milestone dates necessary to complete a Project within the allotted time.

Project Scope: A project scope shall include, but not be limited to, the written description of a Project, the PPR, Educational Facility Specifications, IISD Design and Construction Standards, and any other descriptions provided by IISD or the PM.

END OF SECTION

ARTICLE 1
A/E FIRM'S RESPONSIBILITIES

1.1 A/E FIRM's Services

1.1.1 Obligation
The A/E FIRM is obligated to provide the services to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement and all other documents constituting a Project Scope for a project assigned under this Agreement.

1.1.2 Standard of Care
The A/E FIRM shall exercise a degree of care and diligence in the performance of all services under this Agreement in accordance with prevailing professional standards in the industry, skilled in design for projects of similar scope, and all of the A/E FIRM's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

1.1.3 Time
The Project covered by this Agreement is subject to the time limitations contained in the Project's specifications, including the Project Scope and Project Schedule.

The A/E FIRM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Time limits established by the schedule of the Project shall not, except for reasonable cause, be exceeded by the A/E FIRM.

1.1.4 A/E FIRM Professional Responsibility
A/E FIRM understands that while other members of the team (district staff, PM, GC) may suggest design ideas and components for the Project, these suggestions are to be fully reviewed by the A/E FIRM and its consultants, and these suggestions do not relieve the A/E FIRM of its professional responsibility to IISD for the complete design of the Project. Further, to the extent such suggestions are incorporated into the design of the Project, A/E FIRM shall be responsible for the proper integration and coordination of all design changes.

1.1.5 Continuation of Services During Dispute
If there is a dispute between the A/E FIRM and IISD respecting any service provided or to be provided hereunder by the A/E FIRM, including a dispute as to whether such service is a Basic Service or Additional Service, the A/E FIRM agrees to continue providing on a

timely basis all services to be provided by the A/E FIRM hereunder, including any service as to which there is a dispute.

1.1.6 Direction by IISD
A/E FIRM shall work with the PM, IISD representative, other IISD consultants, and staff as directed by IISD.

ARTICLE 2
SCOPE OF A/E FIRM BASIC SERVICES

2.1 General

2.1.1 Basic Services
The A/E FIRM's Basic Services consist of all of the services required to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement except the services identified as Additional Services. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The A/E FIRM shall contract and employ at its expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by IISD.

2.1.2 Designation of Principal
The A/E FIRM shall designate a principal of the firm reasonably satisfactory to IISD who shall, so long as employed by A/E FIRM and acceptable to IISD, remain in charge of architectural services through completion and be available for general consultation throughout a project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by IISD, prior to replacement.

2.1.3 Coordination of Drawing and Design Documentation
Except as otherwise expressly provided herein, A/E FIRM is responsible for a complete design of the Project and retention of all subcontractors necessary in connection therewith. A/E FIRM shall be responsible for the coordination of all drawings and design documents relating to A/E FIRM's design and used on the Project, regardless of whether such drawings and documents are prepared by A/E FIRM. A/E FIRM shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through A/E FIRM and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

2.1.4 Interface with Appropriate Authorities
The A/E FIRM shall assist IISD in fulfilling requirements set forth by appropriate authorities and/or funding agencies whose interest bears on the design, cost and/or construction of the Project.

2.1.5 Project Meetings
The A/E FIRM shall attend all Project meetings. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two working days of the meeting. If requested by IISD, the A/E FIRM shall attend additional meetings as scheduled to provide Project updates to the district and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.1.6 Hazardous Materials
Unless otherwise provided in this Agreement, the A/E FIRM shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. Should the A/E FIRM become aware of the presence of hazardous materials or toxic substances at the Project site, the A/E FIRM shall promptly notify IISD, the PM, and GC.

2.1.7 Scope of Services Change
The duties, responsibilities, and limitations of authority of the A/E FIRM may be reasonably restricted, modified or extended by IISD after the date of this Agreement, and if they are substantially restricted, modified, or extended, then the A/E FIRM's fixed compensation shall be equitably adjusted upward or downward as deemed appropriate by IISD.

2.2 Schematic Design Phase

2.2.1 Project Specific A/E FIRM Orientation
The A/E FIRM shall attend Project Orientation Meetings conducted by the PM. During the orientation, the PM shall review Project Scope and Project Schedule, which includes design phase milestones, and the Construction Budget.

2.2.2 Third Party Testing
The A/E FIRM shall advise IISD of any need or advisability of IISD's securing tests, analyses, studies, reports, or consultant's services, not to be otherwise provided by A/E FIRM, in connection with the development of the design and construction documents for the Project.

2.2.3 Existing Conditions/As-Built
The A/E FIRM shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The A/E FIRM shall document observable as-built conditions as required for the design of the Project

2.2.4 Scope Verification
The A/E FIRM shall familiarize itself with the site and review the PPR, Educational Facility Specifications, and Design Standards furnished by IISD to ascertain the requirements of the Project, and shall arrive at a mutual understanding of such requirements with IISD and the PM. The A/E FIRM shall consult, to the extent required by IISD, with authorized employees, agents, consultants and/or representatives of IISD relative to the design and construction of the Project and shall adhere to the furnished design considerations unless otherwise authorized by IISD in writing. The A/E FIRM shall verify availability of all utilities necessary for the Project.

2.2.5 Schedule Verification
The A/E FIRM shall confirm that the Project Scope can be designed and constructed within the time limits outlined in the Project Schedule. The A/E FIRM shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

2.2.6 Budget Verification
The A/E FIRM shall confirm that a project scope can be designed and constructed for the dollar amount of a project's Budget.

2.2.7 Scope, Schedule, and Budget Reconciliation
The A/E FIRM shall work with IISD and the PM to reconcile any differences between IISD's Project Scope, Schedule, and Budget. Reconciliation of a project Scope, Schedule and Budget shall be made in terms of one another. All revisions shall require written approval of IISD.

2.2.8 Value Engineering
The A/E FIRM shall provide to IISD and the PM value engineering studies of major construction components during Schematic Design.

2.2.9 Schematic Design Documents

2.2.9.1 Based on the mutually agreed-upon Project Scope, Project Schedule, and Construction Budget requirements between A/E FIRM and IISD, or its designated representative, the A/E FIRM shall prepare, for approval by IISD, and the PM, Schematic

Design Documents consisting of drawings and narrative descriptions necessary to describe the concept of a project. The Schematic Design Documents shall be provided to the PM for review. The PM shall provide recommendations to IISD regarding the documents. The Schematic Design Documents shall be approved in writing by the PM and IISD before being deemed acceptable.

2.2.9.2 Should there be substantial revisions to the Project Scope after the approval of schematic drawings, which changes substantially increase the scope of design services to be furnished hereunder, A/E FIRM shall so notify IISD, before proceeding with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval, all such additional work claims are hereby **WAIVED AND RELEASED** by A/E FIRM.

2.2.10 Schematic Design Cost and Time Estimates
The A/E FIRM shall provide a Schematic Design Estimate in Cost Model format at the conclusion of the Schematic Design phase. This Schematic Design Estimate shall be accompanied by a report to IISD identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

2.2.11 Schematic Design Presentations
The A/E FIRM shall present the Schematic Design to the PM and IISD in a format and forum as determined by IISD.

2.3 Design Development Phase

2.3.1 Design Development Documents
Upon receipt of written authorization to proceed and based on the approved Schematic Design Documents and comments from IISD and the PM and any adjustments authorized by IISD in the Project Scope, Project Schedule, or Construction Budget, the A/E FIRM shall prepare, for approval by IISD and the PM, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and such other elements as may be appropriate. The Design Development Documents shall comply with the requirements of the PPR, Educational Facility Specifications, and IISD Design Standards. The documents shall be provided to the PM and IISD for review. The Design Development Documents must be approved in writing by the PM and IISD before being deemed acceptable.

2.3.2 Design Development Cost and Time Estimates
The A/E FIRM shall provide a Design Development Estimate in Cost Model format at the conclusion of the Design Development phase. This Design Development Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action if required. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.3.3 Design Development Design Calculations
If requested, the A/E FIRM shall submit reproduced copies of design calculations for all elements, components, and systems of the design to the PM and IISD at no additional cost to IISD.

2.3.4 Design Development Presentations
The A/E FIRM shall present the Design Development Work to IISD and the PM in a format and forum as determined by IISD.

2.3.5 Confirmation of Scope, Schedule, and Cost
The A/E FIRM shall, at the end of the Design Development Phase, document in writing that the drawings and outline specifications fulfill, to the best of the A/E FIRM's knowledge and belief, that the Project Scope requirements and that the construction can be completed for the Construction Budget amount, and within the Project Schedule. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for the Project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4 Construction Documents Phase

2.4.1 Construction Documents
Upon receipt of written authorization to proceed and based on the approved Design Development Documents and comments from the PM and IISD, such standards or special documents as may be furnished by IISD, and any further adjustments in a Project Scope or quality of the Project, or in the Construction Budget authorized by IISD, the A/E FIRM shall prepare, for approval by PM and IISD, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

The Construction Documents shall include working Drawings and Specifications developed to set forth in detail all aspects of design, and will be used for estimating the Construction Cost, securing bids for constructing the Project, and directing a GC in construction of the Project.

The A/E FIRM shall exercise usual and customary professional care to see to it that the Construction Documents comply with the Project Scope and PPR, Educational Facility Specifications, IISD Design and Construction Standards, and with applicable laws, statutes, ordinances, and codes in effect at the time of their preparation. The Construction Documents shall be provided to the PM and IISD for review. The PM shall provide recommendations to IISD regarding the documents. The Construction Documents must be approved in writing by PM and IISD before being deemed acceptable.

2.4.2 Construction Documents Review

Construction Drawings and Specifications, or other Construction Documents submitted by the A/E FIRM to IISD and the PM for approval, or to any contractors for bidding or negotiation, shall be prepared in conformance to the usual and customary professional standard of care to the end that they adequately describe and specify the Project to be built, to a contractor who will be selected to build a project, and comply with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by the A/E FIRM at the time of such submission. In addition, the A/E FIRM shall certify that the A/E FIRM has informed IISD of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for IISD at that point in time. The A/E FIRM shall submit to the PM and IISD for review and approval check sets of Construction Documents when these Documents are 60% and 100% complete. The 60% and 100% check sets of Construction Documents must be approved in writing by PM and IISD.

2.4.3 Bid Documents

The A/E FIRM shall assist the PM and IISD in preparing the necessary bidding information, bidding forms, and Conditions of the Contract, and any Special Conditions as required for special Project requirements. In performing its work on bidding documents, A/E FIRM shall exercise diligence to assure that no items are designated as "Owner Furnished" or "Owner Installed," that IISD intended to be included within the scope of the Construction Contract. All documents are subject to IISD approval.

2.4.4 Construction Documents Cost and Time Estimates

The A/E FIRM shall provide a 60% Construction Document Estimate in Cost Model format at completion of 60% of the Construction Document phase. This 60% Construction Document Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective

action, if required.

The A/E FIRM shall provide a 100% Construction Document Estimate in Cost Model format at the conclusion of the 100% Construction Document phase. This 100% Construction Document Estimate shall be accompanied by a report to IISD, PM and Design Consultant, identifying variances with the original budget and making recommendations for appropriate corrective action, if required. The 100% Construction Document estimate shall be based on an update of the 60% Construction Document estimate. Unless otherwise directed by IISD, the A/E FIRM will not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4.5 Agency Review and Approval

The A/E FIRM shall affix professional architecture and engineering seals and signatures on all Construction Documents, including addenda, as required by Texas and local laws. The A/E FIRM shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.6 Permits

Upon completion and approval of Construction Documents, and prior to the release for bids, the A/E FIRM shall submit to the City, the State of Texas, and/or other permitting authorities the required number of sets of plans and specifications in order to expedite the process and time required for the successful bidding GC to secure the building permit(s). Revisions to the Construction Documents required for permitting shall be made by the A/E FIRM at no cost to IISD.

2.4.7 Construction Documents Design Calculations

The A/E FIRM shall submit to IISD and the PM copies of design calculations for all elements, components, and systems of the design.

2.4.8 Confirmation of Scope, Schedule, and Cost

The A/E FIRM shall, at the end of the Construction Documents Phase, confirm in writing that, to the best of the A/E FIRM's knowledge, information and belief, the Drawings and Specifications fulfill the Project Scope requirements, and that the construction can be completed for the Construction Budget amount, and within the Project Schedule.

2.5 The Bidding Phase

2.5.1 Notices and Advertisements

The A/E FIRM shall assist IISD and the PM in preparing notices and advertisements to solicit bids or proposals for the Project.

2.5.2 Distribution of Bid Documents

The A/E FIRM shall assist IISD with distributing the required sets of Bid Documents or Requests for Proposals to IISD bidders and plan rooms specified by IISD.

2.5.3 Pre-bid Conference

The A/E FIRM shall attend the Pre-bid Conferences and assist the PM as directed. The A/E FIRM shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bid Documents to all prospective bidders in the form of addenda.

2.5.4 Addenda

The A/E FIRM shall prepare addenda, as required, during the bidding period as needed to explain or clarify the intent of the Construction Documents. The A/E FIRM shall also provide information to the PM and IISD on the effect of addenda on the Construction Cost and Project Schedule.

2.5.5 Bid Opening and Recommendations

The A/E FIRM shall assist IISD at the bid opening, analyze and evaluate bids or proposals as directed, and make recommendations to the PM and IISD.

2.5.6 Construction Contract

The A/E FIRM shall assist the PM and IISD in the review of the Construction Contract between IISD and GC.

2.5.7 Construction Set

The A/E FIRM shall assemble a set of Contract Drawings and Specifications, and/or other Documents prepared for construction that includes all revisions required after the Construction Documents were issued for bids. These revisions shall include all addenda, permit revisions, accepted alternates, value engineering, and negotiated revisions. The A/E FIRM shall provide the assembled documents to IISD in electronic format (CAD and pdf files).

2.5.8 Notice to Proceed
If requested by IISD, the A/E FIRM shall prepare the Notice to Proceed for execution by IISD.

2.6 Construction Phase Services

2.6.1 Basic Services Period
The A/E FIRM's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Construction Contract and terminates one year after approval by IISD of the Final Certificate for Payment or LEED® Certification, whichever is later, unless extended by mutual agreement of the A/E FIRM and IISD.

2.6.2 Pre-Construction Conference
The A/E FIRM shall assist the PM in conducting a Pre-Construction Conference, to be attended by the GC, and IISD at its option, during which the Construction Documents, Project schedule, Project procedures and other pertinent issues shall be reviewed. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two working days of the meeting.

2.6.3 Project Meetings
The A/E FIRM shall attend scheduled construction progress meetings (as appropriate to the Project Scope and phase of the work) conducted by the PM and attended by IISD at its option, as well as other parties. These meetings shall serve as a forum for the exchange of information and resolution of construction decisions and will be a point where construction progress is reviewed and noted. In addition, the A/E FIRM shall attend as scheduled meetings to provide Project updates to IISD and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.6.4 Contract Administration
The A/E FIRM shall cooperate with the PM in providing administration of the Construction Contracts as set forth in General Conditions of the Contracts for Construction together with, and as amended by other documents included or incorporated into the Construction Contract.

2.6.5 Owner's Representative
The A/E FIRM shall advise and consult with IISD and the PM during construction and until one year after the issuance of the Final Certificate for Payment and/or LEED® Certification, whichever is later. The A/E FIRM shall have authority to act on behalf of

IISD only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.6 Quality Assurance

The A/E FIRM and its consultants shall visit the Project site during stages of construction or as otherwise determined by IISD and A/E FIRM. The A/E FIRM shall become generally familiar with the progress and quality of the Work completed and determine if the Work is being performed in accordance with the Contract Documents. However, the A/E FIRM shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

On the basis of on-site observations as an architect, the A/E FIRM shall keep the PM and IISD informed of the progress and quality of the Work and shall endeavor to guard IISD against defects and deficiencies in the Work. The A/E FIRM shall promptly submit to the PM a weekly detailed, written report subsequent to each such on-site visit, noting the progress and quality of the Work, and any observed defects or deficiencies in the Work. The A/E FIRM shall require the consulting engineers and its other consultants to make on-site observations of the Work and provide written reports as construction progresses. The observations of consulting engineers shall be made as frequently as necessary to verify that construction is proceeding according to Construction Documents, but not less than one site visit per month. The consultants shall also make inspections at the time of Substantial Completion and Final Completion.

2.6.7 Construction Responsibilities

The A/E FIRM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The A/E FIRM shall not have control over or charge of acts or omissions of the GC, GC's Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.8 Rejection of Non-conforming Work

The A/E FIRM shall recommend to IISD and the PM the rejection of work which does not conform to the Construction Contract Documents. Whenever necessary, the A/E FIRM shall recommend to the PM special inspection or testing of the Work in accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.9 Schedule Reviews

The A/E FIRM shall assist the PM in evaluating and approving schedules provided by the GC.

2.6.10 Review and Certification of Payment
The A/E FIRM shall review and certify the GC's Applications for Payment, by providing information based on A/E FIRM's observations at the site, and A/E FIRM shall approve Applications for Payment.

2.6.11 Communication
Communications by and with the A/E FIRM's consultants shall be through the A/E FIRM.

2.6.12 Testing Report
The A/E FIRM shall analyze and make recommendations to the PM as to the acceptability of laboratory test reports and results.

2.6.13 Submittal Review

2.6.13.1 The A/E FIRM shall review and approve or take other appropriate action upon GC's submittals such as Shop Drawings, Product Data, and Samples, for the purpose of (1) assuring compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) assuring that the Work affected by and represented by such submittals is in compliance with the requirements of the Construction Contract Documents. A/E FIRM shall be responsible for determining what aspect of the Work shall be the subject of Shop Drawings and submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Contract Documents. The A/E FIRM's action shall be taken with such reasonable promptness as to cause no delay in the Work.

2.6.13.2 The A/E FIRM's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E FIRM, of any construction means, methods, techniques, sequences, or procedures. The A/E FIRM's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 Requests for Change
The A/E FIRM shall prepare requests for changes in the Work, including information necessary for evaluation of the request and the cause of the request. The A/E FIRM and consultants shall review and make recommendations to the PM on all proposed changes in the Work, including changes in the Construction Cost priced by the GC, and requests for changes in the Project Schedule.

2.6.15 Orders

2.6.15.1 The A/E FIRM shall prepare Change Orders and Construction Change Documents for IISD's approval and execution in accordance with the Construction Contract. The A/E FIRM may authorize minor changes in the Work not involving an adjustment in the Construction Contract Sum or an extension of the Construction Contract Time which are consistent with the intent of the Construction Contract Documents ("**Contract Documents**"). If necessary, the A/E FIRM shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.15.2 The A/E FIRM shall review properly prepared timely requests by IISD or GC for changes in the Work, including adjustments to the Construction Contract Sum or Construction Contract Time. Review of change proposals from Contractors shall include an appropriate assessment by the A/E FIRM of proposed labor and material costs, including evaluating labor hours, labor rates, material quantities and unit prices, whenever feasible. A/E FIRM shall obtain documentation as necessary in order to complete the assessments. If the A/E FIRM determines that the requested changes in the Work are not materially different from the requirements of the Contract Documents, the A/E FIRM may issue an order for a minor change in the Work or recommend to IISD that the requested change be denied.

2.6.15.3 If the A/E FIRM determines that implementation of the requested changes would result in a material change to the Construction Contract that may cause an adjustment to the Construction Contract Time or Construction Contract Sum, the A/E FIRM shall make a recommendation to IISD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the GC, the A/E FIRM shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the A/E FIRM. With IISD's approval, the A/E FIRM shall prepare a Change Order or other appropriate documentation for IISD's execution or negotiation with the GC. The A/E FIRM shall maintain records relative to changes in the Work.

2.6.16 Interpretation of the Construction Contract Documents

2.6.16.1 Interpretation of Documents
The A/E FIRM shall interpret the Contract Documents and judge the performance thereunder by the GC, and A/E FIRM shall, within a reasonable time, but in any event so as to avoid any delay in the progress of the Work, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the

Work. The A/E FIRM's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and with concurrence of IISD. The A/E FIRM shall receive no additional compensation for providing clarification of the Drawings and Specifications.

2.6.16.2 Revisions to the Work

Revisions shall be made without adjustment to the compensation provided for hereunder, unless revisions and the cost adjustments associated therewith, are approved in writing by IISD and are not attributable to any error or omission of the A/E FIRM. Should there be substantial revisions after approval of the Project Scope, Project Scope, and schematic drawings, which substantially increases the Project Scope, A/E FIRM shall notify IISD before proceedings with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval from IISD, all such additional work claims are hereby **WAIVED AND RELEASED**.

2.6.17 Claims Recommendations

If so, requested by IISD, the A/E FIRM shall make recommendations on all claims of IISD or the GC relating to the execution and progress of the Work and on all other matters or questions related thereto. The A/E FIRM shall render written decisions within a reasonable time on all claims, disputes, or other matters in question if so, requested by IISD.

2.6.18 Material Substitutions

The A/E FIRM and the PM shall review and make recommendations to IISD as to the acceptability of substitutions of materials proposed by the GC. The recommendation shall include, but not be limited to the impact of the substitution on the Project Scope, Schedule, and Construction Cost. The materials substitution must be approved in writing by IISD before being deemed acceptable.

2.6.19 Checklist

Prior to issuing a Certificate of Substantial Completion, the A/E FIRM shall, with the assistance of the PM and IISD, prepare a checklist of incomplete work and work which does not conform to the Contract Documents. This list shall be attached to the Certificate of Substantial Completion and submitted to the GC to complete the Work, with copies forwarded to the PM and IISD.

2.6.20 Occupancy Permit

When requested by IISD, the A/E FIRM shall assist the GC in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project.

2.6.21 Accessibility Compliance Certificate
The A/E FIRM shall obtain the Accessibility Compliance Certificate when required for the Project. During the construction phase, the A/E FIRM shall obtain the services of a Registered Accessibility Specialist (RAS) when the Project is ready for inspection. The A/E FIRM shall accompany the RAS during the inspection. The A/E FIRM shall review the inspection report prepared by the RAS and advise the GC to correct non-complying items that are the responsibility of the GC. If the report identifies non-complying items that are the result of an A/E FIRM error or omission, the A/E FIRM shall request pricing for the correction of the non-complying items. The A/E FIRM shall advise IISD of the cost of correction, and upon IISD's approval, the A/E FIRM shall prepare a change order to the Construction Contract. If necessary, the A/E FIRM shall make arrangements for extension of deadlines for compliance. After the A/E FIRM has verified that all corrections have been made, the A/E FIRM shall advise the RAS that the Project is ready for re-inspection. The A/E FIRM shall assist IISD in resolution of all non-complying items until such time that the Project has been found to be in substantial compliance of applicable accessibility standards by the Texas Department of Licensing and Regulation (TDLR) and a Notice of Substantial Compliance certificate is issued by TDLR for the Project.

2.6.22 Substantial Completion
In consultation with IISD and the PM, the A/E FIRM shall determine when the Project is substantially complete and issue a Certificate of Substantial Completion. At Substantial Completion, the A/E FIRM, IISD, and PM shall establish the date for Final Completion, including the submission of all closeout documents, warranties, and other documents, in the Project Manual, or as required by the Owner's auditors, which date of Final Completion shall in no event be more than 60 days from the date of Substantial Completion.

2.6.23 As-built Documentation
The A/E FIRM and its consultants shall review monthly the GC's As-built drawings for accuracy and completeness, and shall report its findings to GC, the PM and IISD. The A/E FIRM shall maintain records of all issued revisions to the Contract Documents, including revisions that result from responses to requests for information from the GC.

2.6.24 Warranties and Operation and Maintenance Materials
The A/E FIRM shall review Warranties and Operations and Maintenance Materials provided to the A/E FIRM by the GC. The A/E FIRM shall notify the GC of any amendments or corrections to these materials necessary to meet the requirements of the Contract Documents. When complete, the A/E FIRM shall recommend acceptance of the materials and forward them to the PM.

2.6.25 Final Payment
The A/E FIRM shall, upon the GC's completion of the checklist items and in consultation with IISD and the PM, determine when the Project is finally completed. The A/E FIRM shall issue a final Certificate of Payment and shall provide to IISD a written recommendation regarding final payment.

2.6.26 Delivery of Drawings and Specifications
Within sixty (60) days after date of Substantial Completion, A/E FIRM shall deliver to IISD electronic (CAD and pdf files) versions of construction drawings and specifications, including all A/E FIRM modifications made during construction.

2.6.27 LEED® Points
If LEED is applicable to the Project, the A/E FIRM shall review all requests to use alternatives or other changes to determine any impact on obtaining LEED® points. The A/E FIRM shall meet with the GC and IISD as appropriate to discuss any potential impacts.

2.7 Post Construction Phase Services

2.7.1 Warranty Period Services
The A/E FIRM and its consultants shall be available for consultation during the GC's Warranty Period.

2.7.2 Warranty Expiration Inspection
A/E FIRM shall inspect the Project no later than thirty (30) days prior to the expiration of the warranty period and prepare a checklist of items to be completed by the GC. The A/E FIRM shall forward the checklist to the GC to complete the work, with a copy to the PM and IISD.

2.8 Requirements as Basic Services for Projects that Include Additions, Rehabilitation and/or Repair-Replacement

2.8.1 On-Site Investigation
For projects involving additions to existing buildings, new construction at sites of existing facilities, rehabilitation, alteration, repair and/or replacement of existing construction, the Basic Services of the A/E FIRM shall include the necessary on-site investigations, measurements, and documentation of existing facilities and infrastructure as required; the review of as-built documents, if any, of the existing facility; and comparison of actual construction with such documents and measurements and investigations as required to be fully informed on the observable portions of the existing

improvements.

2.8.2 Additional Compensation
No additional fee will be authorized for job site observations and measurements of existing improvements by the A/E FIRM.

2.8.3 Contractor Verification of Existing Conditions
In the case of such projects, the A/E FIRM shall incorporate into the Construction Documents such requirements as will fix with the GC the responsibility to verify the accuracy of information provided for existing construction conditions, to verify existing conditions and promptly disclose in writing any variances and request directions, to verify the presence of underground utilities and improvements, and to protect existing facilities, including, but not limited to, data networks, intrusion alarms, surveillance systems, intercoms and other infrastructure, from damage resulting from construction operations.

ARTICLE 3
ADDITIONAL SERVICES OF THE A/E FIRM

3.1 Additional Services
The following services of the A/E FIRM, when authorized in advance in writing by IISD, shall be considered Additional Services to be paid for by IISD. Services not listed herein as Additional Services shall be considered Basic Services.

3.1.1 Special Analysis
Providing special analysis of IISD'S needs not otherwise included in Basic Services.

3.1.2 Studies
Providing comparative studies of prospective sites.

3.1.3 Surveys
Providing boundary and topographic surveys prepared by a licensed land surveyor.

3.1.4 Geotechnical Reports
Providing geotechnical soil borings, soil analysis and geotechnical reports prepared by a geotechnical engineer.

3.1.5 Traffic Studies
Providing a traffic study required for obtaining a building permit and/or as requested by IISD prepared by a licensed traffic engineer.

3.1.6 Additional Revisions Requested By Owner
Extensive revisions of Schematic, Design Development and Construction Documents previously approved in writing by IISD, when so directed in writing by IISD; provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by the A/E FIRM or when due to the fact that the lowest bona fide construction bid, or proposal exceeds the Construction Budget.

3.1.7 Damaged Work
Providing consultation concerning replacement of any Work damaged by fire and other causes during construction and furnishing professional services as may be required in connection with the replacement of such Work.

3.1.8 Services Regarding Default of GC
Providing professional services made necessary by substantial default of the GC in the performance of the Construction Contract.

3.1.9 Interior Design and Other Services Related to Furnishings
Providing interior design and other services required in connection with the selection of furniture and furnishings not included in the Construction Contract.

3.1.10 Order Preparation
Preparing change orders and related documents required by changes (whether increases or decreases) in the Project Scope as requested by IISD, and not due to the error or omission of the A/E FIRM, and when the volume of change orders substantially exceeds that which could be expected on a project of similar scope.

3.2 Services Due to Errors and Omissions by the A/E FIRM
Notwithstanding anything to the contrary expressed elsewhere in Article 3, no services made necessary, in whole or in part, by any fault or omissions of the A/E FIRM to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service under this Agreement.

3.3 Costs for Additional Services

Unless otherwise agreed to in writing by IISD and A/E FIRM, There will be no Additional Fees without prior written authorization by the Owner.

Unless otherwise agreed in writing, for Additional Services of the A/E, as described in Article 3, but excluding services of consultants, compensation shall be calculated for the reasonable amount of time necessarily spent in accomplishing Additional Services which have been authorized by Irving ISD.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 Project Requirements

IISD shall consult with the A/E FIRM regarding requirements for each Project, including IISD'S contemplated objectives, schedule constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements. IISD may satisfy its obligations under this Article 4 by or through the PM acting as a representative of IISD.

4.2 Owner's Designated Representative

IISD shall designate a Representative authorized to act on IISD's behalf with respect to the Project. IISD or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the A/E FIRM in order to avoid unreasonable delay in the orderly and sequential progress of the A/E FIRM's services. Such decisions, or the presence of such representative at the site, shall not at any time relieve the A/E FIRM, in whole or in part, from any duty or responsibility placed upon the A/E FIRM under the terms of this Agreement.

4.3 Surveys

IISD may elect to have the A/E FIRM obtain surveys as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish surveys. The surveys, obtained by the A/E FIRM or furnished by IISD, shall describe physical characteristics, legal limitations, and utility locations for the site of the Project, and include a written legal description of the site which shall be a part of this Agreement. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions (if available) and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and

depths. All the information on the survey shall be referenced to a Project benchmark.

4.4 Geotechnical Services
When the services of geotechnical engineers are reasonably required for the Project, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of geotechnical engineers. IISD's written approval is necessary before the services of geotechnical engineers can be enlisted. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The A/E FIRM shall review the completeness and confirm in writing to IISD the sufficiency of the type of tests and information, whether furnished through the A/E FIRM or furnished by IISD.

4.5 Consulting Services
When the services of other consultants are reasonably required by the Project Scope and are requested by the A/E FIRM and approved for the Project by IISD, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of other consultants. IISD shall approve such consultants only if such consultants are not to be provided by A/E FIRM under this Agreement. IISD's written approval is necessary before the services of these other consultants can be enlisted.

4.6 Testing Services
IISD shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law. Should the A/E FIRM or its consultants at any time suspect the presence of asbestos or other hazardous material at the Project site or any related structure, the A/E FIRM shall notify the PM and IISD in writing immediately.

4.7 A/E FIRM Review of Information Provided by IISD
The services, information, surveys, and reports required by Articles 4.3 through 4.6 shall be furnished at IISD's expense, and, absent the negligence of A/E FIRM, the A/E FIRM shall be entitled to rely upon the information provided by IISD. The A/E FIRM shall provide timely review of such information, surveys and reports and advise IISD whether such data is sufficient for A/E FIRM to perform its services under this Agreement.

4.8 Forms and Contract Documents
IISD shall provide necessary forms of contracts, bonds, General, Supplementary and

Special Conditions of the Construction Contract, advertisement for bids, request for proposals, and other forms IISD may deem appropriate.

4.9 No Waiver of Claim
Nothing in this Agreement, nor any act or failure to act on the part of IISD or the PM shall be construed as a waiver of a claim by IISD for any defects or deficiencies in the Drawings and Specifications, or for any other breach of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 Responsibility for Construction Cost

5.1.1 Basis for Construction Budget
A/E FIRM's evaluations of IISD's Project Budget and the A/E FIRM's preliminary estimates of Construction Cost and detailed estimates of Construction Cost, represent the A/E FIRM's best judgment as a design professional familiar with the construction industry and local market conditions.

This Construction Budget shall not be exceeded unless the amount is approved by the IISD Board of Trustees and changed in writing by IISD. When multiple campuses or sites are included in the Project, the Construction Budget for each campus or site shall not be exceeded unless approved by the IISD Board of Trustees and changed in writing by IISD.

5.1.2 Budget Exceeded by All Bids
If the Construction Budget is exceeded by the lowest bona fide bid or negotiated proposal, IISD may:

1. Cooperate in revising the Project Scope and/or quality as required to reduce the Construction Cost prior to rebidding. In this event, the A/E FIRM shall modify the Contract Documents without additional charge as necessary to comply with the Construction Budget.
2. Authorize rebidding or re-issuing for proposals of the Project within a reasonable time.
3. Increase the Construction Budget with IISD Board of Trustee approval; or
4. Abandon the Project and terminate in accordance with Article 7.

ARTICLE 6
USE OF A/E FIRM'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Drawings Specifications and Documents
The Drawings, Specifications and other documents prepared by the A/E FIRM and A/E FIRM's consultants for the Project shall become the property of IISD, whether the Project is completed or not. IISD shall be furnished and permitted to retain reproducible copies and electronic versions of A/E FIRM's Drawings, Specifications, and other documents.

6.2 Use of Documents by IISD
The documents prepared by A/E FIRM may be used as a prototype for other facilities by IISD. IISD may elect to use the A/E FIRM to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the A/E FIRM is obligated to perform the work for an additional compensation that will fairly compensate the A/E FIRM and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If IISD elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect shall be entitled to use A/E FIRM's consultants on the same basis that A/E FIRM would have been entitled to use them for the work on the reuse of the prototype, and such architect shall be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and change order drawings in performing its work. The A/E FIRM will not be responsible for errors and omissions of a subsequent architect and will not be responsible for damages resulting from its own errors and omissions to the extent that the drawings result from a reuse by other professionals on a subsequent project. The A/E FIRM shall commit its consultants to the terms of Section 6.2.

6.3 Release of Documents upon Termination
In the event of termination of this Agreement for any reason, IISD shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

6.4 Use of Construction Drawings by A/E FIRM
Only the details of the drawings relating to this Project may be used by the A/E FIRM on other projects, but they shall not be used as a whole without written authorization by IISD. IISD furnished forms, conditions, and other written documents shall not be used on other projects by the A/E FIRM.

ARTICLE 7
TERMINATION

7.1 Termination for Cause by IISD

This Agreement may be terminated by IISD with cause upon not less than seven days written cure notice to the A/E FIRM. In the event A/E FIRM:

(a) fails in any respect to prosecute all or part of its work with promptness and diligence; or
(b) fails to perform or honor any of the provisions in this Agreement; or
(c) becomes insolvent, bankrupt or is put into receivership; or
(d) fails to pay its sub consultants, vendors or others providing labor, materials, or services to a project, by through or under A/E FIRM when due; or
(e) appears that it is unable to meet the Owner's scheduling requirements for A/E FIRM's work in whole or in part,

then A/E FIRM, failing to cure, shall be in default and IISD may immediately terminate for cause and withhold any payment then due or becoming due to compensate IISD for any loss it incurs in relation to the default. In the event IISD incurs costs in excess of A/E FIRM's Agreement amount to complete A/E FIRM's work, then A/E FIRM shall compensate IISD for any shortfall upon demand.

7.2 Termination by IISD for Convenience

7.2.1 Timing

IISD may at any time, at will and without cause, terminate any part or all of the Agreement. Such termination for convenience shall be effective immediately by giving A/E FIRM written notice. A/E FIRM shall continue to prosecute any part of the Agreement not terminated. A/E FIRM shall require a comparable termination for convenience provision in all lower-tier subcontracts and agreements.

7.2.2 Payments

If IISD terminates any part or all of this Agreement for convenience, IISD shall incur no liability to A/E FIRM because of such termination, except that A/E FIRM may be entitled to payment for (i) Work properly executed in accordance with this Agreement prior to the effective date of the termination and for (ii) Reimbursable Expenses then due; provided, however, A/E FIRM must satisfy the other conditions precedent to payment described in this Agreement. In no event shall A/E FIRM be entitled to any other cancellation costs, including but not limited to, special overhead, anticipated profits, or to any direct, indirect, incidental, or consequential damages.

7.3 Termination by A/E FIRM
If IISD substantially breaches this Agreement, then A/E FIRM may terminate this Agreement if A/E FIRM gives IISD written notice of the basis on which it seeks to terminate, and IISD has failed to commence to cure any such breach within 30 days of receipt of such notice.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Jurisdiction and Venue
This Agreement shall be construed, governed by, and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. Venue of any dispute related to this Agreement shall lie exclusively in Dallas County, Texas. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Dallas County, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue to resolve any dispute with respect to the Agreement.

8.2 Attorney Fees
In connection with IISD's defense of any suit against it and/or IISD's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the IISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, IISD shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

8.3 Nature of Binding Agreement Between Parties
IISD and the A/E FIRM each binds themselves, and their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, corporate officers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. A/E FIRM shall not assign, sublet, or transfer this Agreement without the written consent of IISD.

8.4 Entire and Integrated Agreement
This Agreement represents the entire and integrated agreement between IISD, and A/E Firm supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both IISD and A/E Firm. In the event that any terms or conditions in any Exhibit attached hereto directly or indirectly contradict or conflict with any terms or conditions in this Agreement, the terms and conditions of this Agreement shall control.

8.5 No Contractual Relationship with a Third Party
Nothing contained in this Agreement shall create a contractual relationship with or a

cause of action in favor of a third party against either IISD or A/E FIRM.

8.6 Format and Timely Performance

8.6.1 Format for Delivery of all Services
The format for delivery of all services associated with this Agreement will require expedient and timely response by the A/E FIRM and consultants to assure compliance with the Project Schedule.

8.6.2 Development and Maintenance of Schedules
The A/E and consultants shall be required to jointly develop and maintain schedules acceptable to IISD and the PM.

8.7 Compliance with Federal Requirements
In the event a federal grant or other federal financing participates in the funding of the Project, the A/E FIRM shall permit access to and grant any federal representatives the right to examine its books covering its work under this Agreement. The A/E FIRM shall comply with federal requirements as they relate to the Project.

To the extent that Federal Funds are utilized for payment under this Agreement, A/E FIRM agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). A/E FIRM shall complete the EDGAR A/E FIRM Certifications which certifications are incorporated by reference herein and shall ensure that such A/E FIRM Certifications are promptly updated as necessary during the term of this Agreement. Noncompliance or misrepresentation regarding the A/E FIRM Certifications may, in IISD's sole discretion, be grounds for immediate termination of this Agreement for cause.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this Project, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.8 Conflict of Interest
Any firm having common ownership with the A/E FIRM shall be prohibited from providing architectural, engineering, or other design related services on, or the construction of, the Project. In addition, no employee of IISD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee of IISD participate in any decision relating to this Agreement which affects

his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This subsection is subject to provisions of the Texas Local Government Code at 171.002 et. seq., which require a public official with substantial interest in a business entity to file an affidavit stating the nature and extent of the interest and to abstain from a vote or decision on any matter involving the business entity.

8.9 Provision of Services in Compliance with Applicable Laws

The A/E FIRM hereby represents that the services provided hereunder shall be performed by, or under the direct supervision of, an A/E FIRM duly licensed pursuant to licensing laws, including but not limited to Chapter 1051, V.T.C.A. Occupations Code, Regulation of Architecture and Related Practices, and Chapter 1001, V.T.C.A. Occupations Code, Texas Engineering Practice Act, as applicable. Furthermore, A/E FIRM hereby agrees to exercise usual and customary professional care to assure that all plans and specifications, drawings, and all other documents and services provided hereunder, comply with applicable laws, statutes, building and zoning codes, ordinances, rules, and regulations generally and specifically related to public school districts, and with the aforementioned Chapters 1001 and 1051. Additionally, A/E FIRM represents to IISD that the Construction Documents it provides IISD are sufficient to direct the GC to construct a project in accordance with the scope IISD has provided the A/E FIRM.

8.10 Audit

A/E FIRM's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including bid recaps, original estimates; estimating work sheets; correspondence; back-charge logs and supporting documentation and any other supporting evidence deemed necessary by IISD to substantiate charges related to any matters related to the Agreement (including interviews with A/E FIRM's personnel and Professional Consultant personnel) shall be open to inspection and subject to audit and/or reproduction by IISD's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) A/E FIRM compliance with Agreement requirements; (ii) compliance with IISD's business ethics policies; and (iii) compliance with provisions for pricing or claims submitted by the A/E FIRM or any of its payees. IISD or its designee shall be afforded access to all of the A/E FIRM's records pursuant to the provisions of this Article throughout the term of this Agreement and for a period of five years after final payment, or longer if required by law, or until pending litigation has been completely and fully resolved, whichever occurs last.

8.11 Business Ethics

During the course of pursuing agreements, and the course of performance of this

Agreement, A/E FIRM and its Professional Consultants and vendors shall maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of IISD, its contractors, consultants, or its Program Managers, or to family members of any of them. At any time, A/E FIRM believes there may have been a violation of this obligation, A/E FIRM shall notify IISD of the possible violation. IISD is entitled to request a representation letter from A/E FIRM, its Professional Consultants, or vendors at any time to disclose all things of value passing from A/E FIRM, its professional consultants, or vendors to IISD's personnel, its contractors, consultants, and Program Managers.

8.12 No Waiver of Immunity

IISD does not waive or relinquish any immunity or defense on behalf of itself and its officers, trustees, employees, and agents as a result of their execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, trustee, director, employee, or representative of IISD.

8.13 No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

8.14 National Criminal Background Checks

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, A/E FIRM hereby certifies that it is or will be a qualified school contractor while performing work on behalf of IISD and that all employees, subcontractors and volunteers of the A/E FIRM who are hired by A/E FIRM on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. A/E FIRM must provide a list of the names and dates of birth of all employees who have passed the background check to District.

A/E FIRM must also provide assurances that all of its employees, subcontractors, and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor, or volunteer of the A/E FIRM has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony

District may terminate this Agreement for cause if the District determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction.

8.15 Debarment and Suspensions
A/E FIRM certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972, as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.16 Use of District Seal, Logo(s), or Phrases
The A/E FIRM shall not use the district's seal, logo(s), or any phrase associated with the district in any documents or deliverables without the written permission from the Board of Trustees, the Superintendent of Schools, or their designee.

8.17 Texas Public Information Act (TPIA)
A/E FIRM acknowledges that IISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, IISD is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the A/E FIRM has clearly marked as confidential and/or proprietary, IISD shall provide the A/E FIRM with the notices under the TPIA. A/E FIRM acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

8.18 Confidential Information
The A/E shall not disclose or permit the disclosure of any confidential information of IISD

or created in connection with the Project, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

8.19 Enforceability of Provisions

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be reformed to provide as close to the original intent of the provision as possible while still being enforceable. However, in the event such a reformation is not possible then (i) such provision shall be fully severable; (ii) this Agreernent shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part of this Agreement; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. In the event any law, ordinance, standard, specification, rule, or authority is referenced and/or incorporated herein, such reference shall be construed to be the law, ordinance, rule, or authority in effect at the time of performance of A/E FIRM's services or other obligation to which such law, ordinance, rule, or authority applies. Further, in the event that a provision of the contract conflicts in such a manner that the provision of the contract requires something impermissible according to any applicable law, ordinance, rule or authority, the Agreement shall be interpreted to give precedence to the applicable, law, ordinance, rule, or authority. An Agreement provision that requires the A/E FIRM to satisfy a higher level of performance or standard than a law, ordinance, rule, or authority shall be given precedence in interpreting the obligations of the A/E FIRM.

8.20 Sexual Harassment Forbidden

Sexual harassment of employees of the A/E FIRM or employees or students of IISD by employees of the A/E FIRM is strictly forbidden. Any employee of the A/E FIRM who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the A/E FIRM, including dismissal and IISD may request that any employee of A/E FIRM being investigated for sexual harassment be removed from any further activity or work on the Project until investigatory findings have been made by A/E FIRM, presented to IISD, and accepted as conclusory. Should IISD choose to continue with the Project in the absence of any employee of A/E Firm, it may request the exclusion of such employee from continued work on the Project or any future project of IISD and such exclusion shall not result in addition cost or expense to IISD.

8.21 Notice

Any notice required to be given relating to this Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United

States Postal Service, addressed to the other party at the following addresses. Either party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

To: **PBK Architects, Inc.**
14001 Dallas Parkway Suite 400
Dallas, TX 75240
Attn: Rick Blan
Rick.Blan@pbk.com

To: **Irving Independent School District**
Attn: Jerome Pilgrim
2621 W. Airport Freeway
Irving, Texas 75062

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

ARTICLE 9
PAYMENTS TO THE A/E FIRM

9.1 Invoicing & Payments

9.1.1 Invoicing and Payment

Payments on account of the A/E FIRM's Basic Services performed shall be upon submission of A/E's original signed invoice, limited to the proportion of services performed to date. In the event the A/E FIRM submits to IISD invoices, statements, reports, etc. that are incomplete, inaccurate, or in need of substantial internal research, such action could result in delay of payment. IISD shall not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the A/E FIRM.

Notwithstanding the above, IISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. No payments shall be made on invoices not listing an IISD purchase order number. Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit price as awarded.

All invoices must be sent to: Irving ISD/Accounts Payable, PO Box 152637, Irving

TX 75015-2637. The following items are required by or must appear on all invoices submitted by A/E FIRM:

a. Invoice is to be "received" at the address indicated on the Purchase Order
b. Purchase Order Number
c. Pricing on the invoice matches the price on the Purchase Order
d. A description of the goods or services provided, the Purchase Order number, invoice number and any applicable cash discount.
e. Quantities on the invoice do not exceed those specified on the Purchase Order
f. A unique invoice number is used for each billing
g. Merchandise has been shipped or services performed
h. Description of goods and services on the invoice match the description on the Purchase Order.

9.1.2 Basic Service Compensation

The estimated Construction Budget for the Project is $123,250,000. The District shall compensate A/E FIRM in an amount equal to 6.0% of the actual Construction Budget, plus actual cost for consultants providing Additional Services.. When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, or at IISD's sole discretion the Project Scope is increased or reduced from the scope of services described in Section 2.1.7, compensation for those portions of the Project shall be payable to the extent services have been performed by A/E FIRM, as determined by IISD.

For purposes of A/E FIRM's compensation, the Construction Budget shall not include the compensation of the A/E FIRM; the costs of the land, rights-of-way, financing, or contingencies for changes in the Project; or other costs that are the responsibility of IISD under the terms of the Agreement.

Notwithstanding anything in this Agreement to the contrary, any increases in the Construction Budget over one hundred and fifty-thousand dollars ($150,000) ("Substantial Increase") must be approved by the IISD Board of Trustees. Any such Substantial Increase that may be agreed to by an IISD employee shall be null and void and shall not be binding on IISD. A/E FIRM shall not have a claim, either contractually or by quantum merit, for any services rendered prior to IISD Board of Trustee approval of a Substantial Increase. If the A/E FIRM attempts to receive or receives an agreement modification or amendment from a district employee who is not authorized to make such changes, the A/E FIRM does so at its own risk or peril and risks termination of the Agreement for cause.

9.2 Payments on Account of Additional Services
Payments on account of the A/E's Additional Services, which are authorized in writing by IISD, shall be made monthly upon presentation of the A/E FIRM's statement of services rendered, and such supporting documentation as IISD may require. A/E FIRM expressly waives any right to payment for an item of Additional Services rendered if A/E FIRM does not give written notice of its claim for the services within ninety (90) days of the performance of the item it claims to be Additional Services.

9.3 Payments on Account of Reimbursable Expenses

9.3.1 Recovery of Reimbursable Expenses
The A/E FIRM shall be entitled to recover monthly for the expenses set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7, and 9.3.8 on the terms set out in those sections for the following expenses when necessarily incurred in performing services under this Agreement by A/E FIRM or its consultants. No other categories of expenses are reimbursable to A/E FIRM. The actual cost with applicable taxes only is allowed with no percentage for mark-up.

9.3.2 Transportation and Traveling Outside of Greater Dallas Area
Cost of transportation and living when traveling outside of the greater Dallas/Ft. Worth area in connection with a project, at IISD's request and authorization.

9.3.3 Production of Actual Construction Documents
Cost of reproduction for actual Construction Documents (plans, specifications, and addenda only for bidding and construction) and reproduction of required documents for formal submittal of Schematic Design and Design Development, and the cost of reproduction printing for 60% and 100% Construction Document check sets only as ordered by IISD, and cost of reproduction of IISD's drawings of existing structures. A/E FIRM shall utilize printing companies as approved in advance by IISD in writing.

9.3.4 Models/Color Renderings
The expense of models or color renderings for IISD's use, if authorized in writing by IISD in a pre-determined lump sum amount.

9.3.5 Delivery Services
Reasonable costs of necessary delivery services in the Dallas/Ft. Worth area.

9.3.6 State Accessibility Plan Review and Inspection
Cost of reproductions, application fees for approval of plans, and inspection fees for approval of construction paid to the Texas Department of Licensing and Regulation or a

Registered Accessibility Specialist.

9.3.7 Permit Fees and Permit Expediting
Cost of payment to City of Dallas/City of Irving plan checking department and/or plan/permit consulting service to expedite plan checking process, if deemed necessary by IISD, to achieve completion of an accelerated Project Schedule.

9.3.8 On-Line Charges
If applicable, cost of LEED® registration, application, and review fees for projects seeking LEED® certification. Prior written approval from IISD is required before incurring any additional cost associated with appealing a decision on an unapproved LEED® point.

9.3.9 Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that a project is delayed or otherwise affected by A/E FIRM's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.3.10 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.3.11 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

9.4 Payments Withheld

9.4.1 Deductions for Sums Withheld From General Contractor
No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums withheld from payments to GCs.

9.4.2 IISD Not Liable for A/E's Failure to Pay A/E's Consultants
In no event shall IISD be liable for any of A/E's consultant and/or contracted services. In the event that the Project is delayed or otherwise affected by A/E's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments

otherwise due A/E.

9.5 Invoice Back-up Information

The A/E's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.6 A/E FIRM's Accounting Records

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

ARTICLE 10
BASIS OF COMPENSATION

IISD shall compensate the A/E as follows:

10.1 Basic Compensation

10.1.1 Basic Services

For A/E's Basic Services, as described in Article 2, compensation shall be the fixed amounts provided at Section 9.1.1. Notwithstanding the foregoing, A/E's compensation for Basic Services is subject to increase or decrease as per Section 9.1.2.

10.1.2 Services Related to Errors and Omissions

A/E shall promptly correct any defective designs or specifications furnished by, through or under the A/E at no cost to IISD. A/E's change order services relating to A/E errors and/or omissions are deemed to be part of the Basic Services and not Additional Services.

10.1.3 Offset Cost for Change Orders Related to A/E Errors, Acts and Omissions

IISD shall be entitled to offset against any sums otherwise due A/E, all costs of change orders caused by A/E's negligent errors, acts or omissions under the legal standards governing professional conduct of A/E. In the event such costs exceed any sums due A/E, the A/E shall be liable to IISD for all excess costs and will pay IISD upon demand.

10.2 Compensation for Additional Services

10.2.1 Additional Services

Unless otherwise agreed in writing, payment for Additional Services of the A/E FIRM shall

be calculated as described in Article 3, excluding services of consultants described in 10.2.2, compensation shall be calculated for the reasonable amount of time necessarily spent in accomplishing Additional Services which have been authorized by IISD, at the rates identified in Section 3.3 of the Agreement.

10.2.2 Additional Services by Consultants
For Additional Services of consultants approved by IISD, the reasonable and necessary actual cost to A/E of the additional service provided by the consultants.

10.3 Compensation for Reimbursable Expenses
For Reimbursable Expenses approved in writing by IISD, the reasonable, necessary actual cost to the A/E of the items set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7 and 9.3.8.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Basic Insurance Requirements
The A/E FIRM shall carry insurance with responsible underwriters acceptable to IISD and with minimum limits of liability, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, claims for property damage; and claims arising out of the performance of professional services caused by any of his own errors, omissions or negligent acts, or the errors, omissions or negligent acts of any person and/or consultant employed by him or by others for which he is legally liable. The A/E FIRM shall furnish certificates of insurance on state approved forms to IISD indicating compliance with this Section.

Type of Coverage

The architect shall secure non-declining, non-expense within limits professional liability insurance in a minimum amount of $1,000,000.00 from an insurer lawfully authorized to do business in the jurisdiction in which the Project is located and which shall apply to claims made with respect to this Project for negligent acts, errors or omissions of the architect, the architect's consultants, and agents and employees of any of them, subject to the standard terms and conditions of such policies, as acceptable to and approved by the Owner's Project Representative.

The architect shall furnish to the Owner's Project representative copies of Certificates of such Project professional liability insurance. The costs and premiums for such insurance will be at the expense of the architect. In addition

the architect may be asked to provide the following insurance coverage in the following amounts:

The insurance required shall be written by an insurance company having an A VIII rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Commercial General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	$2,000,000
(b) Products Comp/Ops. Aggregate	$1,000,000
(c) Personal & Adv. Injury	$1,000,000
(d) Each Occurrence	$1,000,000
(e) Per Project Aggregate	$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	$1,000,000
(b) Disease-Policy Limit	$1,000,000
(c) Disease-Each Employee	$1,000,000

3. Automobile Liability:

(a) Owned/Non-owned and Hired	$1,000,000

4. Excess/Umbrella Liability:

(a)	$1,000,000

5. Architects/Engineers Professional:

(a)	$1,000,000

An "Original Certificate of Insurance" will evidence compliance with the insurance requirements and must be submitted with the packet.

Other insurance requirement as agreed upon in the contract addendum for each individual project.

Firm shall not commence work under this agreement until satisfactory evidence of such insurance has been delivered to and approved by the district.

11.2 Evidence of A/E FIRM Professional Liability Errors and Omissions Insurance
The A/E FIRM shall submit evidence at the time of execution of this Agreement that it has in full force and effect professional liability errors and omissions insurance. The A/E FIRM shall maintain such insurance in full force and effect throughout the duration of this Agreement, and thereafter for a period of three years provided that such coverage is reasonably available at commercially affordable premiums. In the event that it becomes commercially infeasible to maintain it during the period required by this Agreement, A/E FIRM shall supply IISD with equivalent assurance to the required insurance acceptable to IISD.

11.3 Certificates of Insurance
The A/E FIRM shall furnish evidence to IISD of insurance in the form of state approved certificates from insurance carriers acceptable to IISD. Upon request, A/E FIRM shall provide IISD copies of all policies and endorsements applicable to this Contract. Where possible, each policy shall be endorsed to provide that carrier will not cancel or significantly diminish coverage by endorsement without thirty days written notice to IISD. In the event there is a deductible on any policy, A/E FIRM shall furnish evidence that it is able to satisfy the deductible.

11.4 Additional Insured
A/E FIRM shall add IISD as an additional insured to any and all policies of insurance purchased by A/E FIRM, using an endorsement form at least as broad as CG 2026 1185, excepting workers' compensation and professional liability, whether or not such policies of insurance are required under this Agreement.

11.5 Waiver of Subrogation
All of A/E FIRM's policies shall state that they shall be primary and non-contributory to any and all IISD policies of insurance and shall be endorsed to waive subrogation, using an endorsement form at least as broad as CG 24 04 [Ed. 11-85].

11.6 Alternate Employer
IISD shall be added as an "alternate employer" on A/E FIRM's workers' compensation insurance.

11.7 Meeting of Minimum Insurance Requirement
Consultants to the A/E FIRM shall be required to show evidence of coverage of the types indicated above. The required minimum limits of liability of such coverage for

IRVING
Independent School District

consultants to the A/E FIRM shall be determined by the A/E FIRM and shall be subject to approval in writing by IISD and shall be commensurate with the type and level of involvement and service of the consultants to a project.

11.8 Indemnification

THE A/E FIRM SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS IISD AND EACH OF ITS RESPECTIVE PAST, PRESENT, AND FUTURE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, BOARD MEMBERS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COST AND EXPENSES INCURRED BY INDEMNIFIED PARTIES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

IN WITNESS WHEREOF, THE IRVING INDEPENDENT SCHOOL DISTRICT has caused this Contract to be signed by its Superintendent, duly authorized to execute same in its behalf by the Board of Trustees, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

ATTEST:
PBK ARCHITECTS, INC.

RICK BLAN
PARTNER, PBK ARCHITECTS, INC.

Signature

8/24/2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

MAGDA HERNANDEZ
SUPERINTENDENT OF SCHOOLS

Magda Hernandez
Signature

08-31-2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

RANDY RANDLE
PRESIDENT, BOARD OF TRUSTEES

Signature

Date

IRVING
Independent School District

ACTION ITEM – BIDS
9/18/2023

TOPIC: Consider Approval and Execute Agreement with PBK Architects, Inc. for Architectural and Engineering Services for Construction and Replacement of the Student Transportation and Logistics Center (2023 Bond Funded)

SUBMITTED BY: F. Natividad/G. Johnson/M. Zakhary

BACKGROUND: On June 19, 2023, the Board Approved the Recommendation to enter into Agreement with PBK Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement of the Student Transportation and Logistics Center. After satisfactory negotiations, the District and PBK Architects, Inc. has finalized the Agreement which is hereby presented to the Board for final Approval and Execution.

Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Estimated Construction Budget $14,450,000

ADMINISTRATIVE RECOMMENDATION: The Bond Selection Committee Recommends the Board to Approve & Execute the Agreement for Architectural Design and Engineering Services for Construction and Replacement of the Student Transportation and Logistics Center with PBK Architects, Inc.

RECOMMENDED BOARD ACTION: I Move that the Board Approve and Execute the Agreement for Architectural Design and Engineering Services for Construction and Replacement of the Student Transportation and Logistics Center with PBK Architects, Inc.

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date:9/18/2023

Topic: Consider Approval and Execute Agreement with PBK Architects, Inc. for Architectural and Engineering Services for Construction and Replacement of the Student Transportation and Logistics Center (2023 Bond Funded)

Recommended Vendor(s)	PBK Architects, Inc.
Contract Type (e.g. Co-op, RFP)	Contract #23B-02-600
Contract Term or One Time Purchase	One (1) year with the option to auto renew for four (4) additional one-year terms
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

JEROME PILGRIM
DIRECTOR OF PURCHASING

Randy Randle, President Board of Trustees

Date: _____

A.D. Jenkins, Secretary Board of Trustees

Date: _____

Magda Hernandez, Superintendent of Schools

Date: _____

Esther Kolni, General Counsel

Date: _____

Attachments:

1. Memo from Morad Zakhary and Fernando Natividad dated September 7, 2023
2. Agreement with PBK Architects, Inc. to be Executed

Date: September 7, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

THRU: Fernando Natividad, Chief Financial Officer
Jerome Pilgrim, Director of Purchasing

FROM: Morad Zakhary, Senior Bond Program Manager

Subject: Requesting the Board Approve and Execute the Agreement with PBK Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement the Student Transportation and Logistics Center (2023 Bond Funded)

On June 19, 2023, the Board Approved the Award for Architectural Design & Engineering Services for Construction and Replacement of the Student Transportation and Logistics Center to PBK Architects, Inc.

The Administration has successfully negotiated an Agreement with PBK Architects, Inc. and is hereby presenting it to the Board for final approval and execution. Please refer to the attached Agreement between Irving ISD and PBK Architects, Inc. presented for your signature.

1. The Estimated Construction Budget of $14,450,000

2. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project.

I recommend that the Board Approve and Execute the Agreement between Irving ISD and PBK Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement of the Student Transportation and Logistics Center. Please refer to Attachment 2 for your Execution and Signature.

MORAD ZAKHARY
SENIOR BOND PROGRAM MANAGER

JEROME PILGRIM
DIRECTOR OF PURCHASING

FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER

IRVING INDEPENDENT SCHOOL DISTRICT

ARCHITECT/ENGINEER AGREEMENT

FOR

Architectural Design and Engineering Services

WITH

PBK Architects, Inc.

Contract No: 23B-02-600
Student Transportation & Logistics Center

ARCHITECT/ENGINEER AGREEMENT

Pursuant to Irving ISD RFQ #23B-02-600, this Architect/Engineer Agreement ("Agreement" or "Contract") is effective as of the date of the last signature of a party to the Agreement ("Effective Date"), by and between the Irving Independent School District, a body corporate, created under and by virtue of the laws of the State of Texas, (hereinafter referred to as "IISD", "District" or "Owner") and

PBK Architects, Inc.
14001 Dallas Parkway Suite 400
Dallas, TX 75240
Attn: Rick Blan
Rick.Blan@pbk.com

an individual, partnership, or corporation licensed to practice architecture in the State of Texas (hereinafter referred to as "A/E FIRM") for **Architectural Design and Engineering Services, as described herein, for the assigned 2023 Bond Program Project of the Student Transportation & Logistics Center**.

The Agreement will be in effect for one (1) year, with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms.

Now, therefore, IISD and A/E FIRM, for the consideration hereinafter set forth, agree as follows:

Definitions

Architect/Engineer (A/E FIRM): The individual, partnership or corporation named above, licensed to practice architecture in the State of Texas, and obligated to perform the services outlined in this Agreement.

Construction Budget: That portion of a Project Budget allocated for the Construction Cost of an individual project.

Construction Schedule: The schedule prepared by the General Contractor (GC) establishing completion dates for work activities in accordance with the Contract Documents.

Construction Contract: The agreement between IISD and the GC.

Design Guidelines: Written instructions to the PM, A/E FIRM, and consultants intended to establish standards for equipment, material and finish requirements provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

Educational Facilities Specifications: Detailed description of individual space requirements addressing special utilities finishes and fixed equipment provided in the IISD Design and Construction Standards document and as adapted and/or modified in writing by IISD.

General Contractor (GC): The organization responsible for construction of a Project according to the documents prepared under this Agreement.

Preliminary Program of Requirements (PPR): IISD's Program for a project, stating IISD's objectives, schedule, constraints, and criteria, including space requirements and relationships, special equipment, systems, and site requirements.

Program Manager (PM): The organization selected to represent IISD in managing a project. The PM shall perform the services pursuant to a separate agreement with IISD. Should IISD not use a third-party PM on this Project, then any reference to "PM" shall be deemed references to IISD.

Project: The specific work described in the Project Scope, specifications, and requirements.

Project Budget: Funds allocated for all costs associated with a Project.

Project Schedule: A schedule for a Project showing all activities and critical and milestone dates necessary to complete a Project within the allotted time.

Project Scope: A project scope shall include, but not be limited to, the written description of a Project, the PPR, Educational Facility Specifications, IISD Design and Construction Standards, and any other descriptions provided by IISD or the PM.

END OF SECTION

ARTICLE 1
A/E FIRM'S RESPONSIBILITIES

1.1 A/E FIRM's Services

1.1.1 Obligation
The A/E FIRM is obligated to provide the services to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement and all other documents constituting a Project Scope for a project assigned under this Agreement.

1.1.2 Standard of Care
The A/E FIRM shall exercise a degree of care and diligence in the performance of all services under this Agreement in accordance with prevailing professional standards in the industry, skilled in design for projects of similar scope, and all of the A/E FIRM's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

1.1.3 Time
The Project covered by this Agreement is subject to the time limitations contained in the Project's specifications, including the Project Scope and Project Schedule.

The A/E FIRM's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Time limits established by the schedule of the Project shall not, except for reasonable cause, be exceeded by the A/E FIRM.

1.1.4 A/E FIRM Professional Responsibility
A/E FIRM understands that while other members of the team (district staff, PM, GC) may suggest design ideas and components for the Project, these suggestions are to be fully reviewed by the A/E FIRM and its consultants, and these suggestions do not relieve the A/E FIRM of its professional responsibility to IISD for the complete design of the Project. Further, to the extent such suggestions are incorporated into the design of the Project, A/E FIRM shall be responsible for the proper integration and coordination of all design changes.

1.1.5 Continuation of Services During Dispute
If there is a dispute between the A/E FIRM and IISD respecting any service provided or to be provided hereunder by the A/E FIRM, including a dispute as to whether such service is a Basic Service or Additional Service, the A/E FIRM agrees to continue providing on a

timely basis all services to be provided by the A/E FIRM hereunder, including any service as to which there is a dispute.

1.1.6 Direction by IISD
A/E FIRM shall work with the PM, IISD representative, other IISD consultants, and staff as directed by IISD.

ARTICLE 2
SCOPE OF A/E FIRM BASIC SERVICES

2.1 General

2.1.1 Basic Services
The A/E FIRM's Basic Services consist of all of the services required to be performed by A/E FIRM, A/E FIRM's employees and A/E FIRM's consultants under the terms of this Agreement except the services identified as Additional Services. Basic Services includes normal civil, structural, mechanical, and electrical engineering services, plumbing, food service, acoustical and landscape services, accessibility design, cost estimating, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The A/E FIRM shall contract and employ at its expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by IISD.

2.1.2 Designation of Principal
The A/E FIRM shall designate a principal of the firm reasonably satisfactory to IISD who shall, so long as employed by A/E FIRM and acceptable to IISD, remain in charge of architectural services through completion and be available for general consultation throughout a project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by IISD, prior to replacement.

2.1.3 Coordination of Drawing and Design Documentation
Except as otherwise expressly provided herein, A/E FIRM is responsible for a complete design of the Project and retention of all subcontractors necessary in connection therewith. A/E FIRM shall be responsible for the coordination of all drawings and design documents relating to A/E FIRM's design and used on the Project, regardless of whether such drawings and documents are prepared by A/E FIRM. A/E FIRM shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through A/E FIRM and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

2.1.4 Interface with Appropriate Authorities
The A/E FIRM shall assist IISD in fulfilling requirements set forth by appropriate authorities and/or funding agencies whose interest bears on the design, cost and/or construction of the Project.

2.1.5 Project Meetings
The A/E FIRM shall attend all Project meetings. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two working days of the meeting. If requested by IISD, the A/E FIRM shall attend additional meetings as scheduled to provide Project updates to the district and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.1.6 Hazardous Materials
Unless otherwise provided in this Agreement, the A/E FIRM shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. Should the A/E FIRM become aware of the presence of hazardous materials or toxic substances at the Project site, the A/E FIRM shall promptly notify IISD, the PM, and GC.

2.1.7 Scope of Services Change
The duties, responsibilities, and limitations of authority of the A/E FIRM may be reasonably restricted, modified or extended by IISD after the date of this Agreement, and if they are substantially restricted, modified, or extended, then the A/E FIRM's fixed compensation shall be equitably adjusted upward or downward as deemed appropriate by IISD.

2.2 Schematic Design Phase

2.2.1 Project Specific A/E FIRM Orientation
The A/E FIRM shall attend Project Orientation Meetings conducted by the PM. During the orientation, the PM shall review Project Scope and Project Schedule, which includes design phase milestones, and the Construction Budget.

2.2.2 Third Party Testing
The A/E FIRM shall advise IISD of any need or advisability of IISD's securing tests, analyses, studies, reports, or consultant's services, not to be otherwise provided by A/E FIRM, in connection with the development of the design and construction documents for the Project.

2.2.3 Existing Conditions/As-Built
The A/E FIRM shall verify the observable existing conditions of the Project and verify any existing as-built drawings. The A/E FIRM shall document observable as-built conditions as required for the design of the Project

2.2.4 Scope Verification
The A/E FIRM shall familiarize itself with the site and review the PPR, Educational Facility Specifications, and Design Standards furnished by IISD to ascertain the requirements of the Project, and shall arrive at a mutual understanding of such requirements with IISD and the PM. The A/E FIRM shall consult, to the extent required by IISD, with authorized employees, agents, consultants and/or representatives of IISD relative to the design and construction of the Project and shall adhere to the furnished design considerations unless otherwise authorized by IISD in writing. The A/E FIRM shall verify availability of all utilities necessary for the Project.

2.2.5 Schedule Verification
The A/E FIRM shall confirm that the Project Scope can be designed and constructed within the time limits outlined in the Project Schedule. The A/E FIRM shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases.

2.2.6 Budget Verification
The A/E FIRM shall confirm that a project scope can be designed and constructed for the dollar amount of a project's Budget.

2.2.7 Scope, Schedule, and Budget Reconciliation
The A/E FIRM shall work with IISD and the PM to reconcile any differences between IISD's Project Scope, Schedule, and Budget. Reconciliation of a project Scope, Schedule and Budget shall be made in terms of one another. All revisions shall require written approval of IISD.

2.2.8 Value Engineering
The A/E FIRM shall provide to IISD and the PM value engineering studies of major construction components during Schematic Design.

2.2.9 Schematic Design Documents

2.2.9.1 Based on the mutually agreed-upon Project Scope, Project Schedule, and Construction Budget requirements between A/E FIRM and IISD, or its designated representative, the A/E FIRM shall prepare, for approval by IISD, and the PM, Schematic

Design Documents consisting of drawings and narrative descriptions necessary to describe the concept of a project. The Schematic Design Documents shall be provided to the PM for review. The PM shall provide recommendations to IISD regarding the documents. The Schematic Design Documents shall be approved in writing by the PM and IISD before being deemed acceptable.

2.2.9.2 Should there be substantial revisions to the Project Scope after the approval of schematic drawings, which changes substantially increase the scope of design services to be furnished hereunder, A/E FIRM shall so notify IISD, before proceeding with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval, all such additional work claims are hereby **WAIVED AND RELEASED** by A/E FIRM.

2.2.10 Schematic Design Cost and Time Estimates
The A/E FIRM shall provide a Schematic Design Estimate in Cost Model format at the conclusion of the Schematic Design phase. This Schematic Design Estimate shall be accompanied by a report to IISD identifying variances with the original budget and making recommendations for appropriate corrective action, if required.

2.2.11 Schematic Design Presentations
The A/E FIRM shall present the Schematic Design to the PM and IISD in a format and forum as determined by IISD.

2.3 Design Development Phase

2.3.1 Design Development Documents
Upon receipt of written authorization to proceed and based on the approved Schematic Design Documents and comments from IISD and the PM and any adjustments authorized by IISD in the Project Scope, Project Schedule, or Construction Budget, the A/E FIRM shall prepare, for approval by IISD and the PM, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and such other elements as may be appropriate. The Design Development Documents shall comply with the requirements of the PPR, Educational Facility Specifications, and IISD Design Standards. The documents shall be provided to the PM and IISD for review. The Design Development Documents must be approved in writing by the PM and IISD before being deemed acceptable.

2.3.2 Design Development Cost and Time Estimates
The A/E FIRM shall provide a Design Development Estimate in Cost Model format at the conclusion of the Design Development phase. This Design Development Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective action if required. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.3.3 Design Development Design Calculations
If requested, the A/E FIRM shall submit reproduced copies of design calculations for all elements, components, and systems of the design to the PM and IISD at no additional cost to IISD.

2.3.4 Design Development Presentations
The A/E FIRM shall present the Design Development Work to IISD and the PM in a format and forum as determined by IISD.

2.3.5 Confirmation of Scope, Schedule, and Cost
The A/E FIRM shall, at the end of the Design Development Phase, document in writing that the drawings and outline specifications fulfill, to the best of the A/E FIRM's knowledge and belief, that the Project Scope requirements and that the construction can be completed for the Construction Budget amount, and within the Project Schedule. Unless otherwise directed by IISD, the A/E FIRM shall not be authorized to proceed into the next successive phase of design for the Project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4 Construction Documents Phase

2.4.1 Construction Documents
Upon receipt of written authorization to proceed and based on the approved Design Development Documents and comments from the PM and IISD, such standards or special documents as may be furnished by IISD, and any further adjustments in a Project Scope or quality of the Project, or in the Construction Budget authorized by IISD, the A/E FIRM shall prepare, for approval by PM and IISD, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

The Construction Documents shall include working Drawings and Specifications developed to set forth in detail all aspects of design, and will be used for estimating the Construction Cost, securing bids for constructing the Project, and directing a GC in construction of the Project.

The A/E FIRM shall exercise usual and customary professional care to see to it that the Construction Documents comply with the Project Scope and PPR, Educational Facility Specifications, IISD Design and Construction Standards, and with applicable laws, statutes, ordinances, and codes in effect at the time of their preparation. The Construction Documents shall be provided to the PM and IISD for review. The PM shall provide recommendations to IISD regarding the documents. The Construction Documents must be approved in writing by PM and IISD before being deemed acceptable.

2.4.2 Construction Documents Review

Construction Drawings and Specifications, or other Construction Documents submitted by the A/E FIRM to IISD and the PM for approval, or to any contractors for bidding or negotiation, shall be prepared in conformance to the usual and customary professional standard of care to the end that they adequately describe and specify the Project to be built, to a contractor who will be selected to build a project, and comply with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by the A/E FIRM at the time of such submission. In addition, the A/E FIRM shall certify that the A/E FIRM has informed IISD of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for IISD at that point in time. The A/E FIRM shall submit to the PM and IISD for review and approval check sets of Construction Documents when these Documents are 60% and 100% complete. The 60% and 100% check sets of Construction Documents must be approved in writing by PM and IISD.

2.4.3 Bid Documents

The A/E FIRM shall assist the PM and IISD in preparing the necessary bidding information, bidding forms, and Conditions of the Contract, and any Special Conditions as required for special Project requirements. In performing its work on bidding documents, A/E FIRM shall exercise diligence to assure that no items are designated as "Owner Furnished" or "Owner Installed," that IISD intended to be included within the scope of the Construction Contract. All documents are subject to IISD approval.

2.4.4 Construction Documents Cost and Time Estimates

The A/E FIRM shall provide a 60% Construction Document Estimate in Cost Model format at completion of 60% of the Construction Document phase. This 60% Construction Document Estimate shall be accompanied by a report to IISD and the PM identifying variances with the original budget and making recommendations for appropriate corrective

action, if required.

The A/E FIRM shall provide a 100% Construction Document Estimate in Cost Model format at the conclusion of the 100% Construction Document phase. This 100% Construction Document Estimate shall be accompanied by a report to IISD, PM and Design Consultant, identifying variances with the original budget and making recommendations for appropriate corrective action, if required. The 100% Construction Document estimate shall be based on an update of the 60% Construction Document estimate. Unless otherwise directed by IISD, the A/E FIRM will not be authorized to proceed into the next successive phase of design for each respective project until the A/E FIRM and the PM have agreed, in writing, upon the Construction Cost estimate. Any delay in this regard shall not entitle A/E FIRM to additional compensation.

2.4.5 Agency Review and Approval

The A/E FIRM shall affix professional architecture and engineering seals and signatures on all Construction Documents, including addenda, as required by Texas and local laws. The A/E FIRM shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.6 Permits

Upon completion and approval of Construction Documents, and prior to the release for bids, the A/E FIRM shall submit to the City, the State of Texas, and/or other permitting authorities the required number of sets of plans and specifications in order to expedite the process and time required for the successful bidding GC to secure the building permit(s). Revisions to the Construction Documents required for permitting shall be made by the A/E FIRM at no cost to IISD.

2.4.7 Construction Documents Design Calculations

The A/E FIRM shall submit to IISD and the PM copies of design calculations for all elements, components, and systems of the design.

2.4.8 Confirmation of Scope, Schedule, and Cost

The A/E FIRM shall, at the end of the Construction Documents Phase, confirm in writing that, to the best of the A/E FIRM's knowledge, information and belief, the Drawings and Specifications fulfill the Project Scope requirements, and that the construction can be completed for the Construction Budget amount, and within the Project Schedule

2.5 The Bidding Phase

2.5.1 Notices and Advertisements

The A/E FIRM shall assist IISD and the PM in preparing notices and advertisements to solicit bids or proposals for the Project.

2.5.2 Distribution of Bid Documents

The A/E FIRM shall assist IISD with distributing the required sets of Bid Documents or Requests for Proposals to IISD bidders and plan rooms specified by IISD.

2.5.3 Pre-bid Conference

The A/E FIRM shall attend the Pre-bid Conferences and assist the PM as directed. The A/E FIRM shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bid Documents to all prospective bidders in the form of addenda.

2.5.4 Addenda

The A/E FIRM shall prepare addenda, as required, during the bidding period as needed to explain or clarify the intent of the Construction Documents. The A/E FIRM shall also provide information to the PM and IISD on the effect of addenda on the Construction Cost and Project Schedule.

2.5.5 Bid Opening and Recommendations

The A/E FIRM shall assist IISD at the bid opening, analyze and evaluate bids or proposals as directed, and make recommendations to the PM and IISD.

2.5.6 Construction Contract

The A/E FIRM shall assist the PM and IISD in the review of the Construction Contract between IISD and GC.

2.5.7 Construction Set

The A/E FIRM shall assemble a set of Contract Drawings and Specifications, and/or other Documents prepared for construction that includes all revisions required after the Construction Documents were issued for bids. These revisions shall include all addenda, permit revisions, accepted alternates, value engineering, and negotiated revisions. The A/E FIRM shall provide the assembled documents to IISD in electronic format (CAD and pdf files).

2.5.8 Notice to Proceed
If requested by IISD, the A/E FIRM shall prepare the Notice to Proceed for execution by IISD.

2.6 Construction Phase Services

2.6.1 Basic Services Period
The A/E FIRM's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Construction Contract and terminates one year after approval by IISD of the Final Certificate for Payment or LEED® Certification, whichever is later, unless extended by mutual agreement of the A/E FIRM and IISD.

2.6.2 Pre-Construction Conference
The A/E FIRM shall assist the PM in conducting a Pre-Construction Conference, to be attended by the GC, and IISD at its option, during which the Construction Documents, Project schedule, Project procedures and other pertinent issues shall be reviewed. The A/E FIRM shall record, transcribe, and distribute minutes of meetings to all attendees and other appropriate parties within two working days of the meeting.

2.6.3 Project Meetings
The A/E FIRM shall attend scheduled construction progress meetings (as appropriate to the Project Scope and phase of the work) conducted by the PM and attended by IISD at its option, as well as other parties. These meetings shall serve as a forum for the exchange of information and resolution of construction decisions and will be a point where construction progress is reviewed and noted. In addition, the A/E FIRM shall attend as scheduled meetings to provide Project updates to IISD and its constituents, including meetings of the IISD Board of Trustees and other public meetings held in connection with the Project.

2.6.4 Contract Administration
The A/E FIRM shall cooperate with the PM in providing administration of the Construction Contracts as set forth in General Conditions of the Contracts for Construction together with, and as amended by other documents included or incorporated into the Construction Contract.

2.6.5 Owner's Representative
The A/E FIRM shall advise and consult with IISD and the PM during construction and until one year after the issuance of the Final Certificate for Payment and/or LEED® Certification, whichever is later. The A/E FIRM shall have authority to act on behalf of

IISD only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.6 Quality Assurance

The A/E FIRM and its consultants shall visit the Project site during stages of construction or as otherwise determined by IISD and A/E FIRM. The A/E FIRM shall become generally familiar with the progress and quality of the Work completed and determine if the Work is being performed in accordance with the Contract Documents. However, the A/E FIRM shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

On the basis of on-site observations as an architect, the A/E FIRM shall keep the PM and IISD informed of the progress and quality of the Work and shall endeavor to guard IISD against defects and deficiencies in the Work. The A/E FIRM shall promptly submit to the PM a weekly detailed, written report subsequent to each such on-site visit, noting the progress and quality of the Work, and any observed defects or deficiencies in the Work. The A/E FIRM shall require the consulting engineers and its other consultants to make on-site observations of the Work and provide written reports as construction progresses. The observations of consulting engineers shall be made as frequently as necessary to verify that construction is proceeding according to Construction Documents, but not less than one site visit per month. The consultants shall also make inspections at the time of Substantial Completion and Final Completion.

2.6.7 Construction Responsibilities

The A/E FIRM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. The A/E FIRM shall not have control over or charge of acts or omissions of the GC, GC's Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.8 Rejection of Non-conforming Work

The A/E FIRM shall recommend to IISD and the PM the rejection of work which does not conform to the Construction Contract Documents. Whenever necessary, the A/E FIRM shall recommend to the PM special inspection or testing of the Work in accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed, or completed.

2.6.9 Schedule Reviews

The A/E FIRM shall assist the PM in evaluating and approving schedules provided by the GC.

2.6.10 Review and Certification of Payment
The A/E FIRM shall review and certify the GC's Applications for Payment, by providing information based on A/E FIRM's observations at the site, and A/E FIRM shall approve Applications for Payment.

2.6.11 Communication
Communications by and with the A/E FIRM's consultants shall be through the A/E FIRM.

2.6.12 Testing Report
The A/E FIRM shall analyze and make recommendations to the PM as to the acceptability of laboratory test reports and results.

2.6.13 Submittal Review

2.6.13.1 The A/E FIRM shall review and approve or take other appropriate action upon GC's submittals such as Shop Drawings, Product Data, and Samples, for the purpose of (1) assuring compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) assuring that the Work affected by and represented by such submittals is in compliance with the requirements of the Construction Contract Documents. A/E FIRM shall be responsible for determining what aspect of the Work shall be the subject of Shop Drawings and submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Contract Documents. The A/E FIRM's action shall be taken with such reasonable promptness as to cause no delay in the Work.

2.6.13.2 The A/E FIRM's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E FIRM, of any construction means, methods, techniques, sequences, or procedures. The A/E FIRM's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.14 Requests for Change
The A/E FIRM shall prepare requests for changes in the Work, including information necessary for evaluation of the request and the cause of the request. The A/E FIRM and consultants shall review and make recommendations to the PM on all proposed changes in the Work, including changes in the Construction Cost priced by the GC, and requests for changes in the Project Schedule.

2.6.15 Orders

2.6.15.1 The A/E FIRM shall prepare Change Orders and Construction Change

Documents for IISD's approval and execution in accordance with the Construction Contract. The A/E FIRM may authorize minor changes in the Work not involving an adjustment in the Construction Contract Sum or an extension of the Construction Contract Time which are consistent with the intent of the Construction Contract Documents ("**Contract Documents**"). If necessary, the A/E FIRM shall prepare, reproduce, and distribute Drawings and Specifications to describe Work to be added, deleted, or modified.

2.6.15.2 The A/E FIRM shall review properly prepared timely requests by IISD or GC for changes in the Work, including adjustments to the Construction Contract Sum or Construction Contract Time. Review of change proposals from Contractors shall include an appropriate assessment by the A/E FIRM of proposed labor and material costs, including evaluating labor hours, labor rates, material quantities and unit prices, whenever feasible. A/E FIRM shall obtain documentation as necessary in order to complete the assessments. If the A/E FIRM determines that the requested changes in the Work are not materially different from the requirements of the Contract Documents, the A/E FIRM may issue an order for a minor change in the Work or recommend to IISD that the requested change be denied.

2.6.15.3 If the A/E FIRM determines that implementation of the requested changes would result in a material change to the Construction Contract that may cause an adjustment to the Construction Contract Time or Construction Contract Sum, the A/E FIRM shall make a recommendation to IISD, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the GC, the A/E FIRM shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the A/E FIRM. With IISD's approval, the A/E FIRM shall prepare a Change Order or other appropriate documentation for IISD's execution or negotiation with the GC. The A/E FIRM shall maintain records relative to changes in the Work.

2.6.16 Interpretation of the Construction Contract Documents

2.6.16.1 Interpretation of Documents

The A/E FIRM shall interpret the Contract Documents and judge the performance thereunder by the GC, and A/E FIRM shall, within a reasonable time, but in any event so as to avoid any delay in the progress of the Work, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. The A/E FIRM's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and with concurrence of IISD. The A/E FIRM shall receive no additional compensation for providing clarification of

the Drawings and Specifications.

2.6.16.2 Revisions to the Work
Revisions shall be made without adjustment to the compensation provided for hereunder, unless revisions and the cost adjustments associated therewith, are approved in writing by IISD and are not attributable to any error or omission of the A/E FIRM. Should there be substantial revisions after approval of the Project Scope, Project Scope, and schematic drawings, which substantially increases the Project Scope, A/E FIRM shall notify IISD before proceedings with revisions necessitated by such changes. No payments, of any nature whatsoever, will be made to A/E FIRM for such additional work or services, without prior written approval by IISD. Absent such written approval from IISD, all such additional work claims are hereby **WAIVED AND RELEASED**.

2.6.17 Claims Recommendations
If so, requested by IISD, the A/E FIRM shall make recommendations on all claims of IISD or the GC relating to the execution and progress of the Work and on all other matters or questions related thereto. The A/E FIRM shall render written decisions within a reasonable time on all claims, disputes, or other matters in question if so, requested by IISD.

2.6.18 Material Substitutions
The A/E FIRM and the PM shall review and make recommendations to IISD as to the acceptability of substitutions of materials proposed by the GC. The recommendation shall include, but not be limited to the impact of the substitution on the Project Scope, Schedule, and Construction Cost. The materials substitution must be approved in writing by IISD before being deemed acceptable.

2.6.19 Checklist
Prior to issuing a Certificate of Substantial Completion, the A/E FIRM shall, with the assistance of the PM and IISD, prepare a checklist of incomplete work and work which does not conform to the Contract Documents. This list shall be attached to the Certificate of Substantial Completion and submitted to the GC to complete the Work, with copies forwarded to the PM and IISD.

2.6.20 Occupancy Permit
When requested by IISD, the A/E FIRM shall assist the GC in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project.

2.6.21 Accessibility Compliance Certificate
The A/E FIRM shall obtain the Accessibility Compliance Certificate when required for

the Project. During the construction phase, the A/E FIRM shall obtain the services of a Registered Accessibility Specialist (RAS) when the Project is ready for inspection. The A/E FIRM shall accompany the RAS during the inspection. The A/E FIRM shall review the inspection report prepared by the RAS and advise the GC to correct non-complying items that are the responsibility of the GC. If the report identifies non-complying items that are the result of an A/E FIRM error or omission, the A/E FIRM shall request pricing for the correction of the non-complying items. The A/E FIRM shall advise IISD of the cost of correction, and upon IISD's approval, the A/E FIRM shall prepare a change order to the Construction Contract. If necessary, the A/E FIRM shall make arrangements for extension of deadlines for compliance. After the A/E FIRM has verified that all corrections have been made, the A/E FIRM shall advise the RAS that the Project is ready for re-inspection. The A/E FIRM shall assist IISD in resolution of all non-complying items until such time that the Project has been found to be in substantial compliance of applicable accessibility standards by the Texas Department of Licensing and Regulation (TDLR) and a Notice of Substantial Compliance certificate is issued by TDLR for the Project.

2.6.22 Substantial Completion

In consultation with IISD and the PM, the A/E FIRM shall determine when the Project is substantially complete and issue a Certificate of Substantial Completion. At Substantial Completion, the A/E FIRM, IISD, and PM shall establish the date for Final Completion, including the submission of all closeout documents, warranties, and other documents, in the Project Manual, or as required by the Owner's auditors, which date of Final Completion shall in no event be more than 60 days from the date of Substantial Completion.

2.6.23 As-built Documentation

The A/E FIRM and its consultants shall review monthly the GC's As-built drawings for accuracy and completeness, and shall report its findings to GC, the PM and IISD. The A/E FIRM shall maintain records of all issued revisions to the Contract Documents, including revisions that result from responses to requests for information from the GC.

2.6.24 Warranties and Operation and Maintenance Materials

The A/E FIRM shall review Warranties and Operations and Maintenance Materials provided to the A/E FIRM by the GC. The A/E FIRM shall notify the GC of any amendments or corrections to these materials necessary to meet the requirements of the Contract Documents. When complete, the A/E FIRM shall recommend acceptance of the materials and forward them to the PM.

2.6.25 Final Payment

The A/E FIRM shall, upon the GC's completion of the checklist items and in consultation with IISD and the PM, determine when the Project is finally completed. The A/E FIRM shall issue a final Certificate of Payment and shall provide to IISD a written recommendation regarding final payment.

2.6.26 Delivery of Drawings and Specifications
Within sixty (60) days after date of Substantial Completion, A/E FIRM shall deliver to IISD electronic (CAD and pdf files) versions of construction drawings and specifications, including all A/E FIRM modifications made during construction.

2.6.27 LEED® Points
If LEED is applicable to the Project, the A/E FIRM shall review all requests to use alternatives or other changes to determine any impact on obtaining LEED® points. The A/E FIRM shall meet with the GC and IISD as appropriate to discuss any potential impacts.

2.7 Post Construction Phase Services

2.7.1 Warranty Period Services
The A/E FIRM and its consultants shall be available for consultation during the GC's Warranty Period.

2.7.2 Warranty Expiration Inspection
A/E FIRM shall inspect the Project no later than thirty (30) days prior to the expiration of the warranty period and prepare a checklist of items to be completed by the GC. The A/E FIRM shall forward the checklist to the GC to complete the work, with a copy to the PM and IISD.

2.8 Requirements as Basic Services for Projects that Include Additions, Rehabilitation and/or Repair-Replacement

2.8.1 On-Site Investigation
For projects involving additions to existing buildings, new construction at sites of existing facilities, rehabilitation, alteration, repair and/or replacement of existing construction, the Basic Services of the A/E FIRM shall include the necessary on-site investigations, measurements, and documentation of existing facilities and infrastructure as required; the review of as-built documents, if any, of the existing facility; and comparison of actual construction with such documents and measurements and investigations as required to be fully informed on the observable portions of the existing improvements.

2.8.2 Additional Compensation
No additional fee will be authorized for job site observations and measurements of existing improvements by the A/E FIRM.

2.8.3 Contractor Verification of Existing Conditions
In the case of such projects, the A/E FIRM shall incorporate into the Construction Documents such requirements as will fix with the GC the responsibility to verify the accuracy of information provided for existing construction conditions, to verify existing conditions and promptly disclose in writing any variances and request directions, to verify the presence of underground utilities and improvements, and to protect existing facilities, including, but not limited to, data networks, intrusion alarms, surveillance systems, intercoms and other infrastructure, from damage resulting from construction operations.

ARTICLE 3
ADDITIONAL SERVICES OF THE A/E FIRM

3.1 Additional Services
The following services of the A/E FIRM, when authorized in advance in writing by IISD, shall be considered Additional Services to be paid for by IISD. Services not listed herein as Additional Services shall be considered Basic Services.

3.1.1 Special Analysis
Providing special analysis of IISD'S needs not otherwise included in Basic Services.

3.1.2 Studies
Providing comparative studies of prospective sites.

3.1.3 Surveys
Providing boundary and topographic surveys prepared by a licensed land surveyor.

3.1.4 Geotechnical Reports
Providing geotechnical soil borings, soil analysis and geotechnical reports prepared by a geotechnical engineer.

3.1.5 Traffic Studies
Providing a traffic study required for obtaining a building permit and/or as requested by IISD prepared by a licensed traffic engineer.

3.1.6 Additional Revisions Requested By Owner
Extensive revisions of Schematic, Design Development and Construction Documents previously approved in writing by IISD, when so directed in writing by IISD; provided, however, that no compensation for Additional Services shall be paid for revisions which may be required when due to errors or omissions by the A/E FIRM or when due to the fact that the lowest bona fide construction bid, or proposal exceeds the Construction Budget.

3.1.7 Damaged Work
Providing consultation concerning replacement of any Work damaged by fire and other causes during construction and furnishing professional services as may be required in connection with the replacement of such Work.

3.1.8 Services Regarding Default of GC
Providing professional services made necessary by substantial default of the GC in the performance of the Construction Contract.

3.1.9 Interior Design and Other Services Related to Furnishings
Providing interior design and other services required in connection with the selection of furniture and furnishings not included in the Construction Contract.

3.1.10 Order Preparation
Preparing change orders and related documents required by changes (whether increases or decreases) in the Project Scope as requested by IISD, and not due to the error or omission of the A/E FIRM, and when the volume of change orders substantially exceeds that which could be expected on a project of similar scope.

3.2 Services Due to Errors and Omissions by the A/E FIRM
Notwithstanding anything to the contrary expressed elsewhere in Article 3, no services made necessary, in whole or in part, by any fault or omissions of the A/E FIRM to perform its duties, responsibilities or obligations under this Agreement, shall be compensated as an Additional Service under this Agreement.

3.3 Costs for Additional Services
Unless otherwise agreed to in writing by IISD and A/E FIRM, There will be no Additional Fees without prior written authorization by the Owner.

Unless otherwise agreed in writing, for Additional Services of the A/E, as described in Article 3, but excluding services of consultants, compensation shall be calculated for the reasonable amount of time necessarily spent in accomplishing Additional Services which have been authorized by Irving ISD.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 Project Requirements
IISD shall consult with the A/E FIRM regarding requirements for each Project, including IISD'S contemplated objectives, schedule constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements. IISD may satisfy its obligations under this Article 4 by or through the PM acting as a representative of IISD.

4.2 Owner's Designated Representative
IISD shall designate a Representative authorized to act on IISD's behalf with respect to the Project. IISD or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the A/E FIRM in order to avoid unreasonable delay in the orderly and sequential progress of the A/E FIRM's services. Such decisions, or the presence of such representative at the site, shall not at any time relieve the A/E FIRM, in whole or in part, from any duty or responsibility placed upon the A/E FIRM under the terms of this Agreement.

4.3 Surveys
IISD may elect to have the A/E FIRM obtain surveys as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish surveys. The surveys, obtained by the A/E FIRM or furnished by IISD, shall describe physical characteristics, legal limitations, and utility locations for the site of the Project, and include a written legal description of the site which shall be a part of this Agreement. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions (if available) and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and

depths. All the information on the survey shall be referenced to a Project benchmark.

4.4 Geotechnical Services
When the services of geotechnical engineers are reasonably required for the Project, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of geotechnical engineers. IISD's written approval is necessary before the services of geotechnical engineers can be enlisted. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The A/E FIRM shall review the completeness and confirm in writing to IISD the sufficiency of the type of tests and information, whether furnished through the A/E FIRM or furnished by IISD.

4.5 Consulting Services
When the services of other consultants are reasonably required by the Project Scope and are requested by the A/E FIRM and approved for the Project by IISD, IISD may elect to have the A/E FIRM obtain these services as an Additional Service as provided for in Article 3. Otherwise, IISD shall furnish the services of other consultants. IISD shall approve such consultants only if such consultants are not to be provided by A/E FIRM under this Agreement. IISD's written approval is necessary before the services of these other consultants can be enlisted.

4.6 Testing Services
IISD shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law. Should the A/E FIRM or its consultants at any time suspect the presence of asbestos or other hazardous material at the Project site or any related structure, the A/E FIRM shall notify the PM and IISD in writing immediately.

4.7 A/E FIRM Review of Information Provided by IISD
The services, information, surveys, and reports required by Articles 4.3 through 4.6 shall be furnished at IISD's expense, and, absent the negligence of A/E FIRM, the A/E FIRM shall be entitled to rely upon the information provided by IISD. The A/E FIRM shall provide timely review of such information, surveys and reports and advise IISD whether such data is sufficient for A/E FIRM to perform its services under this Agreement.

4.8 Forms and Contract Documents
IISD shall provide necessary forms of contracts, bonds, General, Supplementary and

Special Conditions of the Construction Contract, advertisement for bids, request for proposals, and other forms IISD may deem appropriate.

4.9 No Waiver of Claim
Nothing in this Agreement, nor any act or failure to act on the part of IISD or the PM shall be construed as a waiver of a claim by IISD for any defects or deficiencies in the Drawings and Specifications, or for any other breach of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 Responsibility for Construction Cost

5.1.1 Basis for Construction Budget
A/E FIRM's evaluations of IISD's Project Budget and the A/E FIRM's preliminary estimates of Construction Cost and detailed estimates of Construction Cost, represent the A/E FIRM's best judgment as a design professional familiar with the construction industry and local market conditions.

This Construction Budget shall not be exceeded unless the amount is approved by the IISD Board of Trustees and changed in writing by IISD. When multiple campuses or sites are included in the Project, the Construction Budget for each campus or site shall not be exceeded unless approved by the IISD Board of Trustees and changed in writing by IISD.

5.1.2 Budget Exceeded by All Bids
If the Construction Budget is exceeded by the lowest bona fide bid or negotiated proposal, IISD may:

1. Cooperate in revising the Project Scope and/or quality as required to reduce the Construction Cost prior to rebidding. In this event, the A/E FIRM shall modify the Contract Documents without additional charge as necessary to comply with the Construction Budget.
2. Authorize rebidding or re-issuing for proposals of the Project within a reasonable time.
3. Increase the Construction Budget with IISD Board of Trustee approval; or
4. Abandon the Project and terminate in accordance with Article 7.

ARTICLE 6
USE OF A/E FIRM'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Drawings Specifications and Documents
The Drawings, Specifications and other documents prepared by the A/E FIRM and A/E FIRM's consultants for the Project shall become the property of IISD, whether the Project is completed or not. IISD shall be furnished and permitted to retain reproducible copies and electronic versions of A/E FIRM's Drawings, Specifications, and other documents.

6.2 Use of Documents by IISD
The documents prepared by A/E FIRM may be used as a prototype for other facilities by IISD. IISD may elect to use the A/E FIRM to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the A/E FIRM is obligated to perform the work for an additional compensation that will fairly compensate the A/E FIRM and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Agreement. If IISD elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect shall be entitled to use A/E FIRM's consultants on the same basis that A/E FIRM would have been entitled to use them for the work on the reuse of the prototype, and such architect shall be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents, approved shop drawings and calculations, and change order drawings in performing its work. The A/E FIRM will not be responsible for errors and omissions of a subsequent architect and will not be responsible for damages resulting from its own errors and omissions to the extent that the drawings result from a reuse by other professionals on a subsequent project. The A/E FIRM shall commit its consultants to the terms of Section 6.2.

6.3 Release of Documents upon Termination
In the event of termination of this Agreement for any reason, IISD shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

6.4 Use of Construction Drawings by A/E FIRM
Only the details of the drawings relating to this Project may be used by the A/E FIRM on other projects, but they shall not be used as a whole without written authorization by IISD. IISD furnished forms, conditions, and other written documents shall not be used on other projects by the A/E FIRM.

ARTICLE 7
TERMINATION

7.1 Termination for Cause by IISD

This Agreement may be terminated by IISD with cause upon not less than seven days written cure notice to the A/E FIRM. In the event A/E FIRM:

(a) fails in any respect to prosecute all or part of its work with promptness and diligence; or
(b) fails to perform or honor any of the provisions in this Agreement; or
(c) becomes insolvent, bankrupt or is put into receivership; or
(d) fails to pay its sub consultants, vendors or others providing labor, materials, or services to a project, by through or under A/E FIRM when due; or
(e) appears that it is unable to meet the Owner's scheduling requirements for A/E FIRM's work in whole or in part,

then A/E FIRM, failing to cure, shall be in default and IISD may immediately terminate for cause and withhold any payment then due or becoming due to compensate IISD for any loss it incurs in relation to the default. In the event IISD incurs costs in excess of A/E FIRM's Agreement amount to complete A/E FIRM's work, then A/E FIRM shall compensate IISD for any shortfall upon demand.

7.2 Termination by IISD for Convenience

7.2.1 Timing

IISD may at any time, at will and without cause, terminate any part or all of the Agreement. Such termination for convenience shall be effective immediately by giving A/E FIRM written notice. A/E FIRM shall continue to prosecute any part of the Agreement not terminated. A/E FIRM shall require a comparable termination for convenience provision in all lower-tier subcontracts and agreements.

7.2.2 Payments

If IISD terminates any part or all of this Agreement for convenience, IISD shall incur no liability to A/E FIRM because of such termination, except that A/E FIRM may be entitled to payment for (i) Work properly executed in accordance with this Agreement prior to the effective date of the termination and for (ii) Reimbursable Expenses then due; provided, however, A/E FIRM must satisfy the other conditions precedent to payment described in this Agreement. In no event shall A/E FIRM be entitled to any other cancellation costs, including but not limited to, special overhead, anticipated profits, or to any direct, indirect, incidental, or consequential damages.

7.3 Termination by A/E FIRM

If IISD substantially breaches this Agreement, then A/E FIRM may terminate this Agreement if A/E FIRM gives IISD written notice of the basis on which it seeks to terminate, and IISD has failed to commence to cure any such breach within 30 days of receipt of such notice.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Jurisdiction and Venue

This Agreement shall be construed, governed by, and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. Venue of any dispute related to this Agreement shall lie exclusively in Dallas County, Texas. The parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Dallas County, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue to resolve any dispute with respect to the Agreement.

8.2 Attorney Fees

In connection with IISD's defense of any suit against it and/or IISD's prosecution of any claim, counterclaim, or action to enforce any of its rights and/or claims hereunder, in which the IISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, IISD shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

8.3 Nature of Binding Agreement Between Parties

IISD and the A/E FIRM each binds themselves, and their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, corporate officers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. A/E FIRM shall not assign, sublet, or transfer this Agreement without the written consent of IISD.

8.4 Entire and Integrated Agreement

This Agreement represents the entire and integrated agreement between IISD, and A/E Firm supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both IISD and A/E Firm. In the event that any terms or conditions in any Exhibit attached hereto directly or indirectly contradict or conflict with any terms or conditions in this Agreement, the terms and conditions of this Agreement shall control.

8.5 No Contractual Relationship with a Third Party

Nothing contained in this Agreement shall create a contractual relationship with or a

cause of action in favor of a third party against either IISD or A/E FIRM.

8.6 Format and Timely Performance

8.6.1 Format for Delivery of all Services

The format for delivery of all services associated with this Agreement will require expedient and timely response by the A/E FIRM and consultants to assure compliance with the Project Schedule.

8.6.2 Development and Maintenance of Schedules

The A/E and consultants shall be required to jointly develop and maintain schedules acceptable to IISD and the PM.

8.7 Compliance with Federal Requirements

In the event a federal grant or other federal financing participates in the funding of the Project, the A/E FIRM shall permit access to and grant any federal representatives the right to examine its books covering its work under this Agreement. The A/E FIRM shall comply with federal requirements as they relate to the Project.

To the extent that Federal Funds are utilized for payment under this Agreement, A/E FIRM agrees to comply with the Education Department General Administrative Regulations ("EDGAR"). A/E FIRM shall complete the EDGAR A/E FIRM Certifications which certifications are incorporated by reference herein and shall ensure that such A/E FIRM Certifications are promptly updated as necessary during the term of this Agreement. Noncompliance or misrepresentation regarding the A/E FIRM Certifications may, in IISD's sole discretion, be grounds for immediate termination of this Agreement for cause.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this Project, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.8 Conflict of Interest

Any firm having common ownership with the A/E FIRM shall be prohibited from providing architectural, engineering, or other design related services on, or the construction of, the Project. In addition, no employee of IISD shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee of IISD participate in any decision relating to this Agreement which affects

his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This subsection is subject to provisions of the Texas Local Government Code at 171.002 et. seq., which require a public official with substantial interest in a business entity to file an affidavit stating the nature and extent of the interest and to abstain from a vote or decision on any matter involving the business entity.

8.9 Provision of Services in Compliance with Applicable Laws

The A/E FIRM hereby represents that the services provided hereunder shall be performed by, or under the direct supervision of, an A/E FIRM duly licensed pursuant to licensing laws, including but not limited to Chapter 1051, V.T.C.A. Occupations Code, Regulation of Architecture and Related Practices, and Chapter 1001, V.T.C.A. Occupations Code, Texas Engineering Practice Act, as applicable. Furthermore, A/E FIRM hereby agrees to exercise usual and customary professional care to assure that all plans and specifications, drawings, and all other documents and services provided hereunder, comply with applicable laws, statutes, building and zoning codes, ordinances, rules, and regulations generally and specifically related to public school districts, and with the aforementioned Chapters 1001 and 1051. Additionally, A/E FIRM represents to IISD that the Construction Documents it provides IISD are sufficient to direct the GC to construct a project in accordance with the scope IISD has provided the A/E FIRM.

8.10 Audit

A/E FIRM's records, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including bid recaps, original estimates; estimating work sheets; correspondence; back-charge logs and supporting documentation and any other supporting evidence deemed necessary by IISD to substantiate charges related to any matters related to the Agreement (including interviews with A/E FIRM's personnel and Professional Consultant personnel) shall be open to inspection and subject to audit and/or reproduction by IISD's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) A/E FIRM compliance with Agreement requirements; (ii) compliance with IISD's business ethics policies; and (iii) compliance with provisions for pricing or claims submitted by the A/E FIRM or any of its payees. IISD or its designee shall be afforded access to all of the A/E FIRM's records pursuant to the provisions of this Article throughout the term of this Agreement and for a period of five years after final payment, or longer if required by law, or until pending litigation has been completely and fully resolved, whichever occurs last.

8.11 Business Ethics

During the course of pursuing agreements, and the course of performance of this

Agreement, A/E FIRM and its Professional Consultants and vendors shall maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of IISD, its contractors, consultants, or its Program Managers, or to family members of any of them. At any time, A/E FIRM believes there may have been a violation of this obligation, A/E FIRM shall notify IISD of the possible violation. IISD is entitled to request a representation letter from A/E FIRM, its Professional Consultants, or vendors at any time to disclose all things of value passing from A/E FIRM, its professional consultants, or vendors to IISD's personnel, its contractors, consultants, and Program Managers.

8.12 No Waiver of Immunity

IISD does not waive or relinquish any immunity or defense on behalf of itself and its officers, trustees, employees, and agents as a result of their execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, trustee, director, employee, or representative of IISD.

8.13 No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

8.14 National Criminal Background Checks

Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, A/E FIRM hereby certifies that it is or will be a qualified school contractor while performing work on behalf of IISD and that all employees, subcontractors and volunteers of the A/E FIRM who are hired by A/E FIRM on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. A/E FIRM must provide a list of the names and dates of birth of all employees who have passed the background check to District.

A/E FIRM must also provide assurances that all of its employees, subcontractors, and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor, or volunteer of the A/E FIRM has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony

District may terminate this Agreement for cause if the District determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction.

8.15 Debarment and Suspensions
A/E FIRM certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

A/E FIRM agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972, as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

8.16 Use of District Seal, Logo(s), or Phrases
The A/E FIRM shall not use the district's seal, logo(s), or any phrase associated with the district in any documents or deliverables without the written permission from the Board of Trustees, the Superintendent of Schools, or their designee.

8.17 Texas Public Information Act (TPIA)
A/E FIRM acknowledges that IISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, IISD is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the A/E FIRM has clearly marked as confidential and/or proprietary, IISD shall provide the A/E FIRM with the notices under the TPIA. A/E FIRM acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

8.18 Confidential Information
The A/E shall not disclose or permit the disclosure of any confidential information of IISD

or created in connection with the Project, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

8.19 Enforceability of Provisions

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be reformed to provide as close to the original intent of the provision as possible while still being enforceable. However, in the event such a reformation is not possible then (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part of this Agreement; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. In the event any law, ordinance, standard, specification, rule, or authority is referenced and/or incorporated herein, such reference shall be construed to be the law, ordinance, rule, or authority in effect at the time of performance of A/E FIRM's services or other obligation to which such law, ordinance, rule, or authority applies. Further, in the event that a provision of the contract conflicts in such a manner that the provision of the contract requires something impermissible according to any applicable law, ordinance, rule or authority, the Agreement shall be interpreted to give precedence to the applicable, law, ordinance, rule, or authority. An Agreement provision that requires the A/E FIRM to satisfy a higher level of performance or standard than a law, ordinance, rule, or authority shall be given precedence in interpreting the obligations of the A/E FIRM.

8.20 Sexual Harassment Forbidden

Sexual harassment of employees of the A/E FIRM or employees or students of IISD by employees of the A/E FIRM is strictly forbidden. Any employee of the A/E FIRM who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the A/E FIRM, including dismissal and IISD may request that any employee of A/E FIRM being investigated for sexual harassment be removed from any further activity or work on the Project until investigatory findings have been made by A/E FIRM, presented to IISD, and accepted as conclusory. Should IISD choose to continue with the Project in the absence of any employee of A/E Firm, it may request the exclusion of such employee from continued work on the Project or any future project of IISD and such exclusion shall not result in addition cost or expense to IISD.

8.21 Notice

Any notice required to be given relating to this Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United

States Postal Service, addressed to the other party at the following addresses. Either party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

To: **PBK Architects, Inc.**
14001 Dallas Parkway Suite 400
Dallas, TX 75240
Attn: Rick Blan
Rick.Blan@pbk.com

To: **Irving Independent School District**
Attn: Jerome Pilgrim
2621 W. Airport Freeway
Irving, Texas 75062

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

ARTICLE 9
PAYMENTS TO THE A/E FIRM

9.1 Invoicing & Payments

9.1.1 Invoicing and Payment

Payments on account of the A/E FIRM's Basic Services performed shall be upon submission of A/E's original signed invoice, limited to the proportion of services performed to date. In the event the A/E FIRM submits to IISD invoices, statements, reports, etc. that are incomplete, inaccurate, or in need of substantial internal research, such action could result in delay of payment. IISD shall not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by the A/E FIRM.

Notwithstanding the above, IISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. No payments shall be made on invoices not listing an IISD purchase order number. Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced

per unit price as awarded.

All invoices must be sent to: Irving ISD/Accounts Payable, PO Box 152637, Irving TX 75015-2637. The following items are required by or must appear on all invoices submitted by A/E FIRM:

a. Invoice is to be "received" at the address indicated on the Purchase Order
b. Purchase Order Number
c. Pricing on the invoice matches the price on the Purchase Order
d. A description of the goods or services provided, the Purchase Order number, invoice number and any applicable cash discount.
e. Quantities on the invoice do not exceed those specified on the Purchase Order
f. A unique invoice number is used for each billing
g. Merchandise has been shipped or services performed
h. Description of goods and services on the invoice match the description on the Purchase Order.

9.1.2 Basic Service Compensation

The estimated Construction Budget for the Project is $14,450,000. The District shall compensate A/E FIRM in an amount equal to 6.0% of the actual Construction Budget, plus actual cost for consultants providing Additional Services. When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, or at IISD's sole discretion the Project Scope is increased or reduced from the scope of services described in Section 2.1.7, compensation for those portions of the Project shall be payable to the extent services have been performed by A/E FIRM, as determined by IISD.

For purposes of A/E FIRM's compensation, the Construction Budget shall not include the compensation of the A/E FIRM; the costs of the land, rights-of-way, financing, or contingencies for changes in the Project; or other costs that are the responsibility of IISD under the terms of the Agreement.

Notwithstanding anything in this Agreement to the contrary, any increases in the Construction Budget over one hundred and fifty-thousand dollars ($150,000) ("**Substantial Increase**") must be approved by the IISD Board of Trustees. Any such Substantial Increase that may be agreed to by an IISD employee shall be null and void and shall not be binding on IISD. A/E FIRM shall not have a claim, either contractually or by quantum merit, for any services rendered prior to IISD Board of Trustee approval of a Substantial Increase. If the A/E FIRM attempts to receive or receives an agreement modification or amendment from a district employee who is not authorized to make such changes, the A/E FIRM does so at its own risk or peril and risks termination of the Agreement for cause.

9.2 Payments on Account of Additional Services
Payments on account of the A/E's Additional Services, which are authorized in writing by IISD, shall be made monthly upon presentation of the A/E FIRM's statement of services rendered, and such supporting documentation as IISD may require. A/E FIRM expressly waives any right to payment for an item of Additional Services rendered if A/E FIRM does not give written notice of its claim for the services within ninety (90) days of the performance of the item it claims to be Additional Services.

9.3 Payments on Account of Reimbursable Expenses

9.3.1 Recovery of Reimbursable Expenses
The A/E FIRM shall be entitled to recover monthly for the expenses set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7, and 9.3.8 on the terms set out in those sections for the following expenses when necessarily incurred in performing services under this Agreement by A/E FIRM or its consultants. No other categories of expenses are reimbursable to A/E FIRM. The actual cost with applicable taxes only is allowed with no percentage for mark-up.

9.3.2 Transportation and Traveling Outside of Greater Dallas Area
Cost of transportation and living when traveling outside of the greater Dallas/Ft. Worth area in connection with a project, at IISD's request and authorization.

9.3.3 Production of Actual Construction Documents
Cost of reproduction for actual Construction Documents (plans, specifications, and addenda only for bidding and construction) and reproduction of required documents for formal submittal of Schematic Design and Design Development, and the cost of reproduction printing for 60% and 100% Construction Document check sets only as ordered by IISD, and cost of reproduction of IISD's drawings of existing structures. A/E FIRM shall utilize printing companies as approved in advance by IISD in writing.

9.3.4 Models/Color Renderings
The expense of models or color renderings for IISD's use, if authorized in writing by IISD in a pre-determined lump sum amount.

9.3.5 Delivery Services
Reasonable costs of necessary delivery services in the Dallas/Ft. Worth area.

9.3.6 State Accessibility Plan Review and Inspection
Cost of reproductions, application fees for approval of plans, and inspection fees for approval of construction paid to the Texas Department of Licensing and Regulation or a

Registered Accessibility Specialist.

9.3.7 Permit Fees and Permit Expediting
Cost of payment to City of Dallas/City of Irving plan checking department and/or plan/permit consulting service to expedite plan checking process, if deemed necessary by IISD, to achieve completion of an accelerated Project Schedule.

9.3.8 On-Line Charges
If applicable, cost of LEED® registration, application, and review fees for projects seeking LEED® certification. Prior written approval from IISD is required before incurring any additional cost associated with appealing a decision on an unapproved LEED® point.

9.3.9 Liable for A/E FIRM's Failure to Pay A/E FIRM's Consultants
In no event shall IISD be liable for any of A/E FIRM's consultant and/or contracted services. In the event that a project is delayed or otherwise affected by A/E FIRM's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments otherwise due A/E FIRM.

9.3.10 Invoice Back-up Information
The A/E FIRM's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E FIRM records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.3.11 A/E FIRM's Accounting Records
Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

9.4 Payments Withheld

9.4.1 Deductions for Sums Withheld From General Contractor
No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums withheld from payments to GCs.

9.4.2 IISD Not Liable for A/E's Failure to Pay A/E's Consultants
In no event shall IISD be liable for any of A/E's consultant and/or contracted services. In the event that the Project is delayed or otherwise affected by A/E's failure to pay his consultants and/or contracted services, then IISD has the right to withhold payments

otherwise due A/E.

9.5 Invoice Back-up Information

The A/E's original invoices for services performed and expenses incurred shall be accompanied by back-up information in accordance with IISD requirements. A/E records shall be available for inspection by IISD or its designated representative upon request during the Agreement term and for a period of five years after final payment.

9.6 A/E FIRM's Accounting Records

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be available for inspection by IISD or IISD's authorized representative at mutually convenient times.

ARTICLE 10
BASIS OF COMPENSATION

IISD shall compensate the A/E as follows:

10.1 Basic Compensation

10.1.1 Basic Services

For A/E's Basic Services, as described in Article 2, compensation shall be the fixed amounts provided at Section 9.1.1. Notwithstanding the foregoing, A/E's compensation for Basic Services is subject to increase or decrease as per Section 9.1.2.

10.1.2 Services Related to Errors and Omissions

A/E shall promptly correct any defective designs or specifications furnished by, through or under the A/E at no cost to IISD. A/E's change order services relating to A/E errors and/or omissions are deemed to be part of the Basic Services and not Additional Services.

10.1.3 Offset Cost for Change Orders Related to A/E Errors, Acts and Omissions

IISD shall be entitled to offset against any sums otherwise due A/E, all costs of change orders caused by A/E's negligent errors, acts or omissions under the legal standards governing professional conduct of A/E. In the event such costs exceed any sums due A/E, the A/E shall be liable to IISD for all excess costs and will pay IISD upon demand.

10.2 Compensation for Additional Services

10.2.1 Additional Services

Unless otherwise agreed in writing, payment for Additional Services of the A/E FIRM shall be calculated as described in Article 3, excluding services of consultants described in

10.2.2, compensation shall be calculated for the reasonable amount of time necessarily spent in accomplishing Additional Services which have been authorized by IISD, at the rates identified in Section 3.3 of the Agreement.

10.2.2 Additional Services by Consultants
For Additional Services of consultants approved by IISD, the reasonable and necessary actual cost to A/E of the additional service provided by the consultants.

10.3 Compensation for Reimbursable Expenses
For Reimbursable Expenses approved in writing by IISD, the reasonable, necessary actual cost to the A/E of the items set out in Sections 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.3.7 and 9.3.8.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Basic Insurance Requirements
The A/E FIRM shall carry insurance with responsible underwriters acceptable to IISD and with minimum limits of liability, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, claims for property damage; and claims arising out of the performance of professional services caused by any of his own errors, omissions or negligent acts, or the errors, omissions or negligent acts of any person and/or consultant employed by him or by others for which he is legally liable. The A/E FIRM shall furnish certificates of insurance on state approved forms to IISD indicating compliance with this Section.

Type of Coverage

The architect shall secure non-declining, non-expense within limits professional liability insurance in a minimum amount of $1,000,000.00 from an insurer lawfully authorized to do business in the jurisdiction in which the Project is located and which shall apply to claims made with respect to this Project for negligent acts, errors or omissions of the architect, the architect's consultants, and agents and employees of any of them, subject to the standard terms and conditions of such policies, as acceptable to and approved by the Owner's Project Representative.

The architect shall furnish to the Owner's Project representative copies of Certificates of such Project professional liability insurance. The costs and premiums for such insurance will be at the expense of the architect. In addition
the architect may be asked to provide the following insurance coverage in the following

amounts:
The insurance required shall be written by an insurance company having an A VIII rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Commercial General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) General Aggregate	$2,000,000
(b) Products Comp/Ops. Aggregate	$1,000,000
(c) Personal & Adv. Injury	$1,000,000
(d) Each Occurrence	$1,000,000
(e) Per Project Aggregate	$2,000,000

2. Workers Compensation Coverage & Employers Liability:

(a) Each Accident	$1,000,000
(b) Disease-Policy Limit	$1,000,000
(c) Disease-Each Employee	$1,000,000

3. Automobile Liability:

(a) Owned/Non-owned and Hired	$1,000,000

4. Excess/Umbrella Liability:

(a)	$1,000,000

5. Architects/Engineers Professional:

(a)	$1,000,000

An "Original Certificate of Insurance" will evidence compliance with the insurance requirements and must be submitted with the packet.

Other insurance requirement as agreed upon in the contract addendum for each individual project.

Firm shall not commence work under this agreement until satisfactory evidence of such insurance has been delivered to and approved by the district.

11.2 Evidence of A/E FIRM Professional Liability Errors and Omissions Insurance
The A/E FIRM shall submit evidence at the time of execution of this Agreement that it has in full force and effect professional liability errors and omissions insurance. The A/E FIRM shall maintain such insurance in full force and effect throughout the duration of this Agreement, and thereafter for a period of three years provided that such coverage is reasonably available at commercially affordable premiums. In the event that it becomes commercially infeasible to maintain it during the period required by this Agreement, A/E FIRM shall supply IISD with equivalent assurance to the required insurance acceptable to IISD.

11.3 Certificates of Insurance
The A/E FIRM shall furnish evidence to IISD of insurance in the form of state approved certificates from insurance carriers acceptable to IISD. Upon request, A/E FIRM shall provide IISD copies of all policies and endorsements applicable to this Contract. Where possible, each policy shall be endorsed to provide that carrier will not cancel or significantly diminish coverage by endorsement without thirty days written notice to IISD. In the event there is a deductible on any policy, A/E FIRM shall furnish evidence that it is able to satisfy the deductible.

11.4 Additional Insured
A/E FIRM shall add IISD as an additional insured to any and all policies of insurance purchased by A/E FIRM, using an endorsement form at least as broad as CG 2026 1185, excepting workers' compensation and professional liability, whether or not such policies of insurance are required under this Agreement.

11.5 Waiver of Subrogation
All of A/E FIRM's policies shall state that they shall be primary and non-contributory to any and all IISD policies of insurance and shall be endorsed to waive subrogation, using an endorsement form at least as broad as CG 24 04 [Ed. 11-85].

11.6 Alternate Employer
IISD shall be added as an "alternate employer" on A/E FIRM's workers' compensation insurance.

11.7 Meeting of Minimum Insurance Requirement
Consultants to the A/E FIRM shall be required to show evidence of coverage of the types indicated above. The required minimum limits of liability of such coverage for consultants to the A/E FIRM shall be determined by the A/E FIRM and shall be subject to approval in writing by IISD and shall be commensurate with the type and level of

IRVING
Independent School District

involvement and service of the consultants to a project.

11.8 Indemnification

THE A/E FIRM SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS IISD AND EACH OF ITS RESPECTIVE PAST, PRESENT, AND FUTURE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, BOARD MEMBERS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COST AND EXPENSES INCURRED BY INDEMNIFIED PARTIES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

IN WITNESS WHEREOF, THE IRVING INDEPENDENT SCHOOL DISTRICT has caused this Contract to be signed by its Superintendent, duly authorized to execute same in its behalf by the Board of Trustees, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

ATTEST:
PBK ARCHITECTS, INC.

RICK BLAN
PARTNER, PBK ARCHITECTS, INC.

Signature

8/24/2023

Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

MAGDA HERNANDEZ
SUPERINTENDENT OF SCHOOLS

Magda Hernandez
Signature

08-31-2023
Date

ATTEST:
IRVING INDEPENDENT SCHOOL DISTRICT

RANDY RANDLE,
PRESIDENT, BOARD OF TRUSTEES

Signature

Date

IRVING
Independent School District

CONSENT AGENDA ITEM – BIDS
9/18/2023

TOPIC: Consider Approval of Award for Request for Proposal (RFP) #23B-12-600 for the Purchase of Security Product Kits and Related Products (2023 Bond Funded)

SUBMITTED BY: A. Smith/L. Rosado

BACKGROUND: On July 31, 2023, the District received four (4) proposals in response to Request for Proposal (RFP) 23B-12-600 for the Purchase of Security Kits and Related Products. The Safety and Security Evaluation Committee evaluated the proposals. The Committee found National Wholesale Supply and North American Rescue, LLC to meet the specifications and provide the best value for the security kits and cabinets. The security kits for every classroom will provide products needed in the event of an emergency.

The Administration therefore recommends that the Board Approve the Award of RFP #23B-12-600 for the Purchase of Security Product Kits to National Wholesale Supply and North American Rescue, LLC. The term of the award is for one (1) year with the District's option to renew annually for up to three (3) additional twelve (12) month periods.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Estimated Cost of $460,255.00

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends the Board Approve the Award of RFP #23B-12-600 for the Purchase of Security Product Kits and Related Products to National Wholesale Supply and North American Rescue

RECOMMENDED BOARD ACTION: I Move that the Board Approve the Award of RFP #23B-12-600 for the Purchase of Security Product Kits and Related Products to National Wholesale Supply and North American Rescue

Additional Agenda Sheets Attached: ☒ **Yes** ☐ No

AGENDA SHEET

Meeting Date: 9/18/2023

Topic: Consider Approval of Award for Request for Proposal (RFP) #23B-12-600 for the Purchase of Security Product Kits and Related Products (2023 Bond Funded)

Recommended Vendor(s)	National Wholesale Supply & North American Rescue
Contract Type (e.g. Co-op, RFQ)	Request for Proposal 23B-12-600
Contract Term or One Time Purchase	One (1) year with the option to renew for three (3) additional twelve (12) month periods
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED SCOPE OF SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

ANDRE SMITH, Ed.D
CHIEF OF ADMINISTRATIVE SERVICES

JEROME PILGRIM
DIRECTOR OF PURCHASING

FERNANDO NATIVIDAD
CHIEF OF ADMINISTRATIVE SERVICES

Attachments:

1. Memo from Kevin Dodge dated September 11, 2023
2. Memo from Jerome Pilgrim dated September 12, 2023

IRVING
Independent School District

Kevin Dodge
Director of School Safety and Security

MAGDA HERNANDEZ
Superintendent of Schools

To: Jerome Pilgrim, Director of Purchasing

Through: Andre Smith, Chief of Administrative Services

From: Kevin Dodge, Director of Safety and Security

Date: September 11, 2023

SUBJECT: Recommendation for Award of Irving ISD RFP #23B-12-600 Purchase of of Security Product Kits and Related Products

The Safety and Security Department recommends that RFP #23B-12-600 Purchase of Security Product Kits and Related Products be awarded to National Wholesale Supply Inc and North American Rescue, LLC not to exceed $301,305.40 and $160,500.00, respectively.

Bid proposals were received from four contractors. Following evaluation of the proposals by district personnel, National Wholesale Supply ranked highest in the areas of meeting the scope, timeline and specifications of the project for line item 1. North American Rescue, LLC ranked highest in the areas of meeting the scope, timeline and specifications of the project for line item 2.

I, Kevin Dodge, Director of School Safety and Security, approve the results of the evaluation committee and recommend the award of RFP #23B-12-600 Purchase of Security Product Kits and Related Products to National Wholesale Supply Inc and North American Rescue, LLC.

Kevin Dodge
Director of School Safety and Security

IRVING Independent School District | Purchasing

PURCHASING AWARD RECOMMENDATION

From: Jerome Pilgrim
Director of Purchasing

To: Board of Trustees
Magda Hernandez, Superintendent of Schools

Date: September 12, 2023

Subject: **Recommendation: Consider Approval of Award for Request for Proposal (RFP) #23B-12-600 for the Purchase of Security Product Kits and Related Products**

On July 31, 2023, the district received four 42) proposals for the purchase of Security Product Kits. The Safety and Security team evaluated the proposals. Based on the results of the evaluation committee it was found that National Wholesale Supply and North American Rescue LLC ranked highest in the areas of meeting the specifications, scope of work and timeline of the project. The kits will be placed in every campus classroom and provide essential products in an emergency.

Recommendation is made to Approve the Award for Request for Proposal (RFP) #23B-12-600 for the Purchase of Security Product Kits and Related Products to National Wholesale Supply and North American Rescue, LLC.

Purchasing concurs with the recommendation to approve the award. The estimated amount recommended for award is up to $460,255 annually.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

Jerome Pilgrim

JEROME PILGRIM
DIRECTOR OF PURCHASING

IRVING
Independent School District

CONSENT AGENDA ITEM – BIDS
9/18/2023

TOPIC: Consider Approval of Award for Request for Proposal (RFP) #23B-13-600 for the Purchase of Security Sensors, Beacons,and Related Services (2023 Bond Funded)

SUBMITTED BY: A. Smith/L. Rosado

BACKGROUND: On July 31, 2023, the District received six (6) proposals in response to Request for Proposal (RFP) 23B-13-600 for the Purchase of Security Sensors, Beacons and Related Services. An evaluation of each vendors proposed was performed by the Safety and Security Evaluation Committee, who tested each products and ranked the vendors. The Committee concluded that the product proposed by Alertus Technologies and ELB US best meet the specifications and offered the best pricing.

The Administration therefore recommends that the Board Approve the Award of RFP #23B-13-600 for the purchase of Security Sensors, Beacons and Related Services to Alertus Technologies and ELB US. The term of the award is for one (1) year with the District's option to renew annually for up to three (3) additional twelve (12) month periods.

FUNDING SOURCE: 2023 Bond Funds

COSTS: Estimated Cost of $1,421,675.00

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends the Board Approve the Award of RFP #23B-13-600 for the Purchase of Security Sensors, Beacons and Related Services to Alertus Technologies and ELB US

RECOMMENDED BOARD ACTION: I Move that the Board Approve the Award of RFP #23B-13-600 for the Purchase of Security Sensors, Beacons, and Related Services to Alertus Technologies and ELB US

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date: 9/18/2023

Topic: Consider Approval of Award for Request for Proposal (RFP) #23B-13-600 for the Purchase of Security Sensors, Beacons, and Related Services (2023 Bond Funded)

Recommended Vendor(s)	Alertus Technologies and ELB US
Contract Type (e.g. Co-op, RFQ)	Request for Proposal #23B-13-600
Contract Term or One Time Purchase	One (1) year with the option to renew for three (3) additional twelve (12) month periods
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED SCOPE OF SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

ANDRE SMITH, Ed.D
CHIEF OF ADMINISTRATIVE SERVICES

JEROME PILGRIM
DIRECTOR OF PURCHASING

FERNANDO NATIVIDAD
CHIEF OF ADMINISTRATIVE SERVICES

Attachments:

1. Memo from Kevin Dodge dated September 11, 2023
2. Memo from Jerome Pilgrim dated September 12, 2023

IRVING
Independent School District

Kevin Dodge
Director of School Safety and Security

MAGDA HERNANDEZ
Superintendent of Schools

To: Jerome Pilgrim, Director of Purchasing

Through: Andre Smith, Chief of Administrative Services

From: Kevin Dodge, Director of Safety and Security

Date: September 11, 2023

SUBJECT: Recommendation for Award of Irving ISD RFP #23B-13-600 Purchase and Installation of Security Products- Sensors, Beacons and Related Service

The Safety and Security Department recommends that RFP #23B-13-600 Purchase and Installation of Security Products- Sensors, Beacons and Related Services be awarded to Alertus Technologies and ELB US Inc not to exceed $797,650.00 and 624,025.00, respectively.

Bid proposals were received from six contractors. Following evaluation of the proposals by district personnel, Alertus Technologies ranked highest in the areass of meeting the scope, timeline and specifications of the project for line items 1,2, and 3. ELB US Inc ranked highest in the areas of meeting the scope, timeline and specifications of the project for line item 4.

I, Kevin Dodge, Director of School Safety and Security, approve the results of the evaluation committee and recommend the award of RFP #23B-13-600 Purchase and Installation of Security Products - Sensor, Beacons and Related Service to Alertus Technologies and ELB US Inc.

Kevin Dodge
Director of School Safety and Security

Mailing Address: P.O. Box 152637 Irving, Texas 75015-2637
Service Center, 3620 Valley View Irving, Texas 75062| Tel. 972-600-5103

IRVING Independent School District | Purchasing

PURCHASING AWARD RECOMMENDATION

From: Jerome Pilgrim
Director of Purchasing

To: Board of Trustees
Magda Hernandez, Superintendent of Schools

Date: September 12, 2023

Subject: **Recommendation: Consider Approval of Award for Request for Proposal (RFP) #23B-13-600 for the Purchase of Security Products-Sensors, Beacons, and Related Services**

On July 31, 2023, the district received six (6) proposals for the purchase of Security Products-Sensors, Beacons and Related Services. The Safety and Security team evaluated the proposals. Based on the results of the evaluation committee it was found that multiple vendors will be recommended to provide the various needs of the district.

Recommendation is made to Approve the Award for Request for Proposal (RFP) #23B-13-600 for the Purchase and Installation of Security Products-Sensors, Beacons and Related Services to the to the vendors noted below.

Alertus Technologies	Award lines 1-3	Beacons
ELB US	Award line 4	Vape Sensors

The estimated amount recommended for award is up to $1,421,675.00

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

JEROME PILGRIM
DIRECTOR OF PURCHASING

IRVING
Independent School District

CONSENT AGENDA ITEM – BIDS
9/18/2023

TOPIC: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-68-914 for the Purchase of Carpet, Tile, Wood, and other Related Flooring Services and RFP #19-05-914 for the Purchase of Exterior/Interior Door Supplies and Repairs

SUBMITTED BY: A. Smith /L. Rosado

BACKGROUND: On September 19, 2022, the Board of Trustees approved the award of RFP #22-68-914 for Carpet, Tile, Wood, and other Related Flooring Services and the renewal of RFP #19-05-914 for Exterior/Interior Door Supplies and Repairs. Purchasing concurs with the recommendation from Facilities to renew vendors on Exhibit A. The awarded vendors have provided satisfactory products and services and were found to comply with the minimum requirements that were outlined in the Request for Proposals. The multiple vendor award will ensure availability and various flooring and door repair needs.

This is the first annual renewal of RFP #22-68-914 with (2)remaining annual renewal options. This is the final twelve (12) month renewal of RFP #19-05-914, and a new RFP will be issued in 2024.

FUNDING SOURCE: Local, Bond, and Federal Funds

COSTS: Estimated Amount determined by actual Maintenance needs

ADMINISTRATIVE RECOMMENDATION: The Administration recommend the Board Approve the Renewal of Award of RFP #22-68-914 for Carpet, Tile, Wood and other Related Flooring Services, and RFP #19-05-914 for Exterior/Interior Door Supplies and Repairs

RECOMMENDED BOARD ACTION: I move that the Board approve the Renewal of Award of RFP #22-68-914 for Carpet, Tile, Wood and other Related Flooring Services, and RFP #19-05-914 for Exterior/Interior Door Supplies and Repairs

Additional Agenda Sheets Attached: ☒ Yes ☐ No

AGENDA SHEET

Meeting Date:9/18/2023

Topic: Consider Approval of the Renewal of Award for Request for Proposals (RFP) #22-68-914 for the Purchase of Carpet, Tile, Wood and other Related Flooring Services and RFP #19-05-914 for the Purchase of Exterior/Interior Door Supplies and Repairs

Recommended Vendor(s)	See Exhibit A
Contract Type (e.g. Co-op, RFP)	RFP
Contract Term or One Time Purchase	One (1) year with the option to renew for thee (3) additional one-year options.
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	☐ Yes ☒ No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

ANDRE SMITH
CHIEF OF ADMINISTRATIVE SERVICES

JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Sammy Andrews dated September 5, 2023
2. Memo from Jerome Pilgrim dated September 8, 2023
3. Exhibit A – Awarded Vendors

IRVING
Independent School District

MEMO

DATE: August 29, 2023

TO: Jerome Pilgrim
Director of Purchasing

FROM: Sammy Andrews
Director of Facilities & School Support Services

CC: Andre' Smith
Chief of Administrative Services

RE: Consider Approval of Renewal of Request for RFP #22-68-914 for Carpet, Tile, Wood, and other Related Flooring Services and RFP #19-05-914 for Exterior/Interior Door Supplies.

Facilities Services is requesting the Irving ISD Board of Trustees renew the award of RFP #22-68-914 for Carpet, Tile, Wood, and other Related Flooring and RFP #19-05-914 for the purchase of Exterior/Interior Door Supplies.

Flooring awarded vendors are Gomez Floor Covering, Inc, One Source Commercial Flooring and 360TXC, LLC.

Door Supply awarded vendors are Ace Door & Supply and Daico Supply Company.

All vendors have provided satisfactory products and services in accordance with the specification, pricing and terms. All companies will be utilized on an "as needed" basis.

Sources of Funding: Special Project Funds/Maintenance Review Funds/ Local Maintenance Funds/Bond Funds

Sammy Andrews

Director of Facilities and School Support Services

IRVING Independent School District | Purchasing

Date: September 8, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: **Recommendation: Approval of Renewal of Various Request for Proposals (RFP) for the Facilities Department**

Purchasing concurs with Facilities for the renewal of RFP #22-68-914 for Carpet, Tile, Wood and Related Flooring Services and RFP #19-05-914 for Exterior/Interior Door Supplies and Repairs to the awarded vendors. They stated that the vendors have provided satisfactory products and services as outlined in the specifications of the RFP.

The recommended vendors will be utilized primarily by the Facilities Maintenance Department for various projects throughout the District on an 'as needed' basis. The services include but are not limited to carpet, tile and wood flooring repairs and upgrades at all campuses, exterior/interior doors, locks and knob supplies and door repairs. The mixture of multiple vendors will provide the District with a variety of vendors for maintenance and repair services for various needs in the District.

Purchasing concurs with the recommendation from the Facilities Department to award RFPs.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDORS PROVIDE THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

Jerome Pilgrim

JEROME PILGRIM
DIRECTOR OF PURCHASING

EXHIBIT A

Awarded Vendors

RFP #22-68-914 Carpet, Tile, Wood and other Flooring Services	
Vendors (Alphabetical)	
1	360TXC, LLC
2	Gomez Floor Covering, Inc.
3	One Source Commerical Flooring, LLC

RFP #19-05-914 Exterior/Interior Door Supplies and Repair Services	
Vendors (Alphabetical)	
1	Ace Door & Hardware, LLC
2	Daico Supply Company

ACTION ITEM
09/18/2023

TOPIC: Consider Approval of Amendment to the 2023-2024 School Board Meeting Schedule.

SUBMITTED BY: Esther Kolni

BACKGROUND: In March 2023, the Board approved the 2023-2024 School Board Meeting Schedule to establish the dates for regularly scheduled Irving ISD Board of Trustee Work Sessions and Regular Board Meetings to take place monthly from July 2023 to June 2024. The Administration asks the Board to approve an amendment to the 2023-2024 School Board Meeting Schedule to change the October 2023 board meeting date from Monday, October 16, 2023 to Monday, October 23, 2023.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board approve an amendment to the 2023-2024 School Board Meeting Schedule to change the October 2023 Board Meeting date from October 16, 2023, to October 23, 2023.

RECOMMENDED BOARD MOTION: I move the Board approve the amendment of the 2022-2023 School Board Meeting Schedule to change the October 2023 Board Meeting date from October 16, 2023, to October 23, 2023.

Additional Agenda Sheets Attached: ☒ Yes ☐ No

Attachment:

- Amended 2023-2024 School Board Meeting Schedule

2023-2024 Proposed Board Meeting Dates

Work Session – 5:00 pm and Regular Board Meeting – 7:00 pm

July 17

August 21

September 18

October 23

November 13

December 18

January 22

February 26

March 25

April 15

May 20

June 17

CONSENT AGENDA ITEM
9/18/2023

TOPIC: Consider Acceptance of Gifts and Donations to the District

SUBMITTED BY: Fernando Natividad, Chief Financial Officer

BACKGROUND: Donations received during the month of August 2023

ADMINISTRATIVE RECOMMENDATION: Administration recommends acceptance of gifts and donations to the district

RECOMMENDED BOARD MOTION: I move the Board approve the acceptance of Gifts and Donations to the District

Attachments:

1. 2022-2023 Year-to-Date Donation Totals
2. August 2023 Donations List

AUGUST DONATIONS

(Period August)

SCHOOL /DEPT.	DESCRIPTION
	MIDDLE SCHOOLS
Austin	
	Person Donating: LeRoy Thompson Consultants
$1,000	
	Capitol Gift to Band for participation in Big Gift Event

TOTAL DONATIONS $ 1,000

DONATIONS & GIFTS
Beginning September 2022 - Ending August 2023

Month		2022-2023 Monthly Total		2022-2023 YTD Total		2021-2022 Monthly Total		2021-2022 YTD Total
September		$581.71		$581.71		$1,050.00		$1,050.00
October		$4,300.00		$4,881.71		$646.00		$1,696.00
November		$530.00		$5,411.71		$1,595.00		$3,291.00
December		$1,111.83		$6,523.54		$26,627.46		$29,918.46
January		$13,382.00		$19,905.54		$2,647.00		$32,565.46
February		$1,658.10		$21,563.64		$350.00		$32,915.46
March		$525.00		$22,088.64		$0.00		$0.00
April		$0.00		$22,088.64		$21,274.36		$54,189.82
May		$2,210.00		$24,298.64		$3,774.50		$57,964.32
June		$16,300.00		$40,598.64		$255.35		$58,219.67
July		$45.00		$40,643.64		$1,100.00		$59,319.67
August		$1,000.00		$41,643.64		$1,980.88		$61,300.55

Resolution #23-24-01 Authorizing the District to Join Litigation Against the Texas Education Agency Challenging Lack of Transparency in Calculation of School District Accountability Ratings

WHEREAS, the A–F Accountability System is a statewide rating system established by the Texas Education Agency ("TEA") that evaluates the academic performance of Texas public schools and assigns letter grades A–F to districts and campuses;

WHEREAS, the TEA has substantially changed the accountability ratings system in a manner that will impact every school district and campus in the state, meaning that the ratings expected to be issued in Fall 2023 for the 2022–2023 school year will be based on a different set of rules than previous A–F ratings, and making it impossible to compare the ratings issued by the TEA in 2022 and 2023 side by side;

WHEREAS, in violation of state law, the TEA did not provide the Irving Independent School District (the "District") information regarding the changes to the A–F Accountability System prior to the start of the 2022–2023 school year and, indeed, still has not provided a full explanation of the rules and methodologies that are being used to determine district and campus ratings;

WHEREAS, the Irving Independent School District's Board of Trustees (the "Board") understands that certain school districts throughout the state have filed a lawsuit against the TEA to challenge the lack of transparency in the criteria used as part of the A–F Accountability System and to prohibit the TEA from issuing performance ratings for the 2022–2023 school year that are based on measures, methods, and procedures that were not provided to school districts prior to the start of the 2022–2023 school year, in violation of state law; and,

WHEREAS, the District has been harmed by the lack of advance notice of the criteria and methods the TEA is applying as part of the A–F Accountability System for the 2022–2023 school year, because the District does not know the expectations set by the State of Texas for schools districts and has been unable to adjust to the TEA's new accountability measures and allocate District resources in a manner required to meet state standards.

NOW, THEREFORE, BE IT RESOLVED THAT the Board authorizes the District administration to join the litigation against the TEA as an intervenor to challenge the TEA's failure to provide the District advance notice of the accountability performance measures, methods, and procedures that are being applied as part of the A–F Accountability System for the 2022–2023 school year before the start of that school year, in violation of state law. The Board authorizes the District administration to engage legal counsel to represent the District in the lawsuit against the TEA.

Adopted by the vote of the majority of members of the Board of Trustees of the Irving Independent School District present and voting at an open meeting of the Board on the 18th day of September 2023, at which a quorum was present.

BY: _____
Board President

BY: _____
Board Secretary

AUGUST 2023 REPORT FROM DIVISION OF BUSINESS SERVICES

TAX OFFICE

Total Tax Collections for August 2023 are (70,786.22)

	AUGUST 2023	YEAR TO DATE
Current Year	$ (182,612)	$ 214,625,439
Delinquent	$ 41,445	$ 30,389
Penalty & Interest	$ 70,238	$ 1,851,976
Other	$ 143	$ 2,224
Total	$ (70,786)	$ 216,510,029

BUSINESS SERVICES

Payroll for July 2023 was paid as follows:

	GROSS PAY	BENEFITS	TOTAL
Local Maintenance	$ 18,048,003	$ 1,623,215	$ 19,671,219
Special Revenue	$ 1,961,791	$ 168,577	$ 2,130,368
Total	$ 20,009,794	$ 1,791,792	$ 21,801,586

INVESTMENT EARNINGS REPORT

	JULY 2023	YEAR TO DATE
Local Maintenance	$ 589,725	$ 5,445,530
Federal Programs	$ 131,485	$ 1,166,444
Interest & Sinking	$ 41,530	$ 369,392
Capital Projects	-	-
Internal Service	$ 9,900	$ 87,826
Total All Funds	$ 772,640	$ 7,069,192

IRVING Independent School District | Tax Office

MEMO

TO: Fernando Natividad, Chief Financial Officer

FROM: Cher Elzy, Director Tax Operations

SUBJECT: Monthly Tax Report

DATE: September 18, 2023

Attached for your consideration is the collection activity for the month of August 2023.

Our monthly collections for August reflect $(182,612) in delinquent collections and $41,445 in current collections and $70,238 in penalty and interest. Adjustments made ($2,479,869) in changes to delinquent tax years and $3,120,232 in changes made to current year. Our current year (2022) reflects a beginning roll of $214,628,516. Total ending receivable balance for all years is $7,660,707 for the month of August 2023.

IRVING INDEPENDENT SCHOOL DISTRICT
AUGUST 2023
TAX COLLECTION REPORT

IISD:

	M-T-D FY 2021-2022	M-T-D FY 2022-2023	Y-T-D FY 2021-2022	Y-T-D FY 2022-2023
Current Year	153,583.17	(182,612.03)	195,296,481.26	214,625,438.97
Delinquent	(123,825.36)	41,444.94	(1,013,575.88)	30,389.48
Penalty & Interest	73,983.45	70,237.82	1,414,675.41	1,851,975.98
Other	82.23	143.05	2,222.10	2,224.25
Sub-Total	103,823.49	(70,786.22)	195,699,802.89	216,510,028.68

Revenue year-to-date compared to prior fiscal year 20,810,225.79

OTHER COLLECTIONS:

Research Fees	0.00	200.00
Attorney Fees	63,281.57	736,481.19
Court Costs	0.00	0.00
Rendition Penalty	52.47	15,261.72
REFUNDS:	(1,194.41)	17,074.46
Total Collections	(8,646.59)	217,279,046.05

ACTIVITY SUMMARY:

	FY 2021-2022	FY 2022-2023
Collection Percentage Current Year Compared to Prior Year	98.90%	98.57%

RECEIVABLES YEAR-TO-DATE SUMMARY

	Current Year	Prior Years	Total Tax Receivables
Beginning Balance	214,628,516.33	7,047,655.33	221,676,171.66
Adjustments	3,120,232.41	(2,479,869.10)	640,363.31
Levy Paid	214,625,438.97	30,389.48	214,655,828.45
Ending Balance	3,123,309.77	4,537,396.75	7,660,706.52

I hereby certify the above report of tax collections to be true and accurate accounting of the revenues collected for as of the above report date according to and to the extent of the records of my office.

Cherylyn Eley

Cherylyn Eley, Tax Assessor/Collector RTA

Signed and sworn before me this 5th day of September, 2023

Amber Beal

Notary Public, State of Texas

AMBER BEAL
Notary Public, State of Texas
My Commission Expires
June 01, 2026
NOTARY ID 1123880-4

2022-2023 INVESTMENT INTEREST EARNINGS

FUNDS	SEP 2022	OCT 2022	NOV 2022	QUARTERLY TOTAL
LOCAL MAINTENANCE	$133,691	$194,319	$227,182	$555,192
FEDERAL PROGRAMS	61,673	76,993	89,215	227,881
INTEREST & SINKING	18,251	22,842	26,519	67,612
CAPITAL PROJECTS				0
INTERNAL SERVICE	4,644	5,797	6,717	17,158
TOTAL ALL FUNDS	$218,259	$299,951	$349,633	$867,843
% CHANGE FROM PRIOR MONTH/QUARTER	38.53%	37.43%	16.56%	94.55%

	DEC 2022	JAN 2023	FEB 2023	QUARTERLY TOTAL
GENERAL OPERATING	$360,246	$569,552	$732,210	$1,662,008
FEDERAL PROGRAMS	103,599	110,184	103,903	317,685
INTEREST & SINKING	32,916	38,452	34,286	105,653
CAPITAL PROJECTS				0
INTERNAL SERVICE	7,800	8,296	7,823	23,920
TOTAL ALL FUNDS	$504,561	$726,484	$878,222	$2,109,267
% CHANGE FROM PRIOR MONTH/QUARTER	44.31%	43.98%	20.89%	143.05%

	MAR 2023	APR 2023	MAY 2023	QUARTERLY TOTAL
GENERAL OPERATING	$725,956	$667,195	$660,083	$2,053,235
FEDERAL PROGRAMS	117,964	118,934	127,171	364,069
INTEREST & SINKING	37,244	37,550	40,207	115,001
CAPITAL PROJECTS				0
INTERNAL SERVICE	8,882	8,955	9,575	27,412
TOTAL ALL FUNDS	$890,046	$832,634	$837,037	$2,559,717
% CHANGE FROM PRIOR MONTH/QUARTER	1.35%	-6.45%	0.53%	

	JUN 2023	JUL 2023	AUG 2023	QUARTERLY TOTAL
GENERAL OPERATING	$585,370	$589,725		$1,175,095
FEDERAL PROGRAMS	125,324	131,485		256,809
INTEREST & SINKING	39,596	41,530		81,126
CAPITAL PROJECTS				0
INTERNAL SERVICE	9,436	9,900		19,336
TOTAL ALL FUNDS	$759,726	$772,640	$0	$1,532,366
% CHANGE FROM PRIOR MONTH/QUARTER	-9.24%	1.70%	-100.00%	

ALL FUNDS	YEAR TO DATE TOTAL
GENERAL OPERATING	$5,445,530
FEDERAL PROGRAMS	1,166,444
INTEREST & SINKING	369,392
CAPITAL PROJECTS	0
INTERNAL SERVICE	87,826
GRAND TOTAL ALL FUNDS	$7,069,193

		2021-2022			2020-2021	
	SEP 2021-JUL 2022	AMOUNT CHANGE	PERCENTAGE CHANGE	SEP 2020-JUL 2021	AMOUNT CHANGE	PERCENTAGE CHANGE
ALL FUNDS						
GENERAL OPERATING	$534,339	$4,911,191	919.11%	$246,154	$5,199,376	2112.25%
FEDERAL PROGRAMS	96,771	1,069,673	1105.36%	16,987	$1,149,457	6766.76%
INTEREST & SINKING	11,027	358,365	3249.75%	13,435	$355,957	2649.40%
CAPITAL PROJECTS	-	-	-	-	-	-
INTERNAL SERVICE	8,430	79,396	941.84%	2,341	$85,485	3651.41%
GRAND TOTAL ALL FUNDS	$650,568	$6,418,625	986.62%	$278,917	$6,790,276	2434.51%

		INCREASE/ (DECREASE) FROM PRIOR YEAR	CD AVERAGE INTEREST YIELD	LGIP AVERAGE INTEREST YIELD	AGENCY AVERAGE INTEREST YIELD	TOTAL AVERAGE INTEREST YIELD
TOTAL PORTFOLIO AS OF JULY						
2023	184,188,549	17,290,633	---	---	---	---
2022	166,897,916	(6,295,153)	---	---	---	---
2021	173,193,069	4,248,304	---	---	---	---
2020	168,944,765	(2,160,366)	---	---	---	---
2019	171,105,132	4,051,300	---	---	---	---
2018	167,053,832	8,607,800	---	---	---	---
2017	158,446,033	713,790	---	---	---	---
2016	157,732,243	(7,302,704)	---	---	---	---
2015	165,034,947	165,034,947	---	---	---	---

IRVING
Independent School District

Irving Independent School District

Investment Report

For The Quarter and Fiscal Year Ended August 31, 2023

This report summarizes the investment position of Irving Independent School District for the quarter and fiscal year ended August 31, 2023

	8/31/2023	5/31/2023	8/31/2022
Book Value	529,956,319	214,199,783	164,746,095
Market Value	529,720,416	213,830,184	164,052,115
Par Value	529,956,319	214,199,783	164,746,095
Change in Market Value	38,162	197,740	171,859
Portfolio Yield-to-Maturity @ Cost	5.152	4.720	1.483
Portfolio Weighted Average Maturity (WAM)	8.87	32.40	76.92
Yield-to-Maturity of 6 Month CD	5.787	5.590	3.640
Yield-to-Maturity of 6 Month Treasury Bill	5.496	5.420	3.358
Yield-to-Maturity of 1 Year Treasury Bill	5.384	5.173	3.528
Yield-to-Maturity of 2 Year Treasury Bill	4.863	4.403	3.497
Yield-to-Maturity of 3 Year Treasury Bill	4.554	4.047	3.518
Accrued Interest Ending Balance	117,910	95,141	89,692

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed herby certify that, to the best of their knowledge on the date this report was created, Irving Independent School District is in compliance with the provision of Government Code 2256 and with the stated policies and strategies of Irving Independent School District.

Fernando Natividad
Chief Financial Officer

Mahdia Lalee
Director of Business Operations

MiEisha Runnels
Accounting Supervisor

IRVING
Independent School District

TO: Fernando Natividad, Chief Financial Officer

FROM: Mahdia Lalee, Director of Business Operations

RE: Investment Report for Quarter and Fiscal Year Ended August 31, 2023

On August 31, 2023 the district held $529,956,319 within the following investments and the percentage to the total portfolio.

	AS OF 08/31/2023		AS OF 05/31/2023		QUARTERLY CHANGE	
Certificates of Deposit	15,000,000	2.83%	15,000,000	7.00%	-	0.00%
Local Government Investment Pools	480,538,213	90.68%	164,987,412	77.03%	315,550,801	191.26%
US Agencies	12,805,000	2.42%	12,805,000	5.98%	-	0.00%
Money Market Account	21,613,106	4.08%	21,407,371	9.99%	205,734	0.96%
Total	**529,956,319**		**214,199,783**		**315,756,535**	**147.41%**
	AS OF 05/31/2023		**AS OF 02/28/2023**		**QUARTERLY CHANGE**	
Certificates of Deposit	15,000,000	7.00%	15,000,000	5.71%	-	0.00%
Local Government Investment Pools	164,987,412	77.03%	203,474,785	77.51%	(38,487,373)	-18.92%
US Agencies	12,805,000	5.98%	22,805,000	8.69%	(10,000,000)	-43.85%
Money Market Account	21,407,371	9.99%	21,219,300	8.08%	188,071	0.89%
Total	**214,199,783**		**262,499,085**		**(48,299,302)**	**-18.40%**
	AS OF 02/28/2023		**AS OF 11/30/2022**		**QUARTERLY CHANGE**	
Certificates of Deposit	15,000,000	5.71%	15,000,000	9.42%	-	0.00%
Local Government Investment Pools	203,474,785	77.51%	100,387,942	63.03%	103,086,844	102.69%
US Agencies	22,805,000	8.69%	22,805,000	14.32%	-	0.00%
Money Market Account	21,219,300	8.08%	21,066,771	13.23%	152,530	0.72%
Total	**262,499,085**		**159,259,712**		**103,239,373**	**64.82%**
	AS OF 11/30/2022		**AS OF 8/31/2022**		**QUARTERLY CHANGE**	
Certificates of Deposit	15,000,000	9.42%	15,000,000	9.10%	-	0.00%
Local Government Investment Pools	100,387,942	63.03%	86,035,717	52.22%	14,352,225	16.68%
US Agencies	22,805,000	14.32%	22,805,000	13.84%	-	0.00%
Money Market Account	21,066,771	13.23%	40,905,378	24.83%	(19,838,608)	-48.50%
Total	**159,259,712**		**164,746,095**		**(5,486,382)**	**-3.33%**
	AS OF 08/31/2023		**AS OF 8/31/2022**		**YEARLY CHANGE**	
Certificates of Deposit	15,000,000	2.83%	15,000,000	9.10%	-	0.00%
Local Government Investment Pools	480,538,213	90.68%	86,035,717	52.22%	394,502,497	458.53%
US Agencies	12,805,000	2.42%	22,805,000	13.84%	(10,000,000)	-43.85%
Money Market Account	21,613,106	4.08%	40,905,378	24.83%	(19,292,272)	-47.16%
Total	**529,956,319**		**164,746,095**		**365,210,224**	**221.68%**

The following investments reflect the weighted average maturity (WAM) for the previous quarters indicated below.

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Average WAM
AUG 2023	4.31	0.91	0.04	3.61	8.87
MAY 2023	17.11	0.77	0.10	14.42	32.40
FEB 2023	3.41	0.78	0.08	18.31	22.58
NOV 2022	14.1	0.63	0.13	43.07	57.93
AUG 2022	21.91	0.52	0.25	54.24	76.92

DAYS TO MATURITY

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency
AUG 2023	152	1	1	149
MAY 2023	244	1	1	241
FEB 2023	60	1	1	211
NOV 2022	150	1	1	301
AUG 2022	241	1	1	392

Overall, the weighted average yield to maturity at cost for the district's portfolio is as follows:

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Total
AUG 2023	4.832	5.349	3.892	0.267	5.152
MAY 2023	4.832	5.179	3.769	0.267	4.720
FEB 2023	1.10	4.514	3.128	0.226	3.835
NOV 2022	1.10	3.824	2.636	0.156	2.885
AUG 2022	1.10	2.229	0.795	0.156	1.483

The following table is agency balances per period indicated by fund

Quarter Ended	Fund 199	Fund 599	Fund 671	Fund 674	Total
AUG 2023	12,805,000	-	-	-	12,805,000
MAY 2023	12,805,000	-	-	-	12,805,000
FEB 2023	22,805,000	-	-	-	22,805,000
NOV 2022	22,805,000	-	-	-	22,805,000
AUG 2022	22,805,000	-	-	-	22,805,000

For the quarter ended August 31, 2023 the following data provides a comparison to prior year by fund and by security type. The change from the prior year was a 221.68% increase in the amount of $365,210,224 the change from the prior quarter was a 147.41% increase in the amount of $315,756,535

August 2023

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	21,613,106	15,000,000	96,381,054	12,805,000	145,799,159
240			29,281,786		29,281,786
599			3,276,285		3,276,285
679			349,394,345		349,394,345
681					-
682					-
687					-
771			2,204,743		2,204,743
Total	**21,613,106**	**15,000,000**	**480,538,213**	**12,805,000**	**529,956,319**
% to Total	**4.08%**	**2.83%**	**90.68%**	**2.42%**	

August 2022

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	40,905,378	15,000,000	47,605,586	22,805,000	126,315,964
240			27,979,510		27,979,510
599			8,343,932		8,343,932
679					-
681					-
682					-
687					-
771			2,106,689		2,106,689
Total	**40,905,378**	**15,000,000**	**86,035,717**	**22,805,000**	**164,746,095**
% to Total	**24.83%**	**9.10%**	**52.22%**	**13.84%**	

YEARLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	(19,292,272)	-	48,775,468	(10,000,000)	19,483,195
240	-	-	1,302,277	-	1,302,277
599	-	-	(5,067,647)	-	(5,067,647)
679	-	-	349,394,345	-	349,394,345
681	-	-	-	-	-
682	-	-	-	-	-
687	-	-	-	-	-
771	-	-	98,054	-	98,054
Total	**(19,292,272)**	**-**	**394,502,497**	**(10,000,000)**	**365,210,224**
% to Total	**-5.28%**	**0.00%**	**108.02%**	**-2.74%**	

YEARLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	-47.16%	0.00%	102.46%	-43.85%	15.42%
240	0.00%	0.00%	4.65%	0.00%	4.65%
599	0.00%	0.00%	-60.73%	0.00%	-60.73%
679	0.00%	0.00%	0.00%	0.00%	0.00%
681	0.00%	0.00%	0.00%	0.00%	0.00%
682	0.00%	0.00%	0.00%	0.00%	0.00%
687	0.00%	0.00%	0.00%	0.00%	0.00%
771	0.00%	0.00%	4.65%	0.00%	4.65%
Total	**-47.16%**	**0.00%**	**458.53%**	**-43.85%**	**221.68%**

August 2023

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	21,613,106	15,000,000	96,381,054	12,805,000	145,799,159
240			29,281,786		29,281,786
599			3,276,285		3,276,285

679			349,394,345		349,394,345
681					-
682					-
687					-
771			2,204,743		2,204,743
Total	**21,613,106**	**15,000,000**	**480,538,213**	**12,805,000**	**529,956,319**
% to Total	**4.08%**	**2.83%**	**90.68%**	**2.42%**	

May 2023

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	21,407,371	15,000,000	124,761,082	12,805,000	173,973,453
240			28,889,145		28,889,145
599			9,162,006		9,162,006
679					-
681					-
682					-
687					-
771			2,175,179		2,175,179
Total	**21,407,371**	**15,000,000**	**164,987,412**	**12,805,000**	**214,199,783**
% to Total	**4.04%**	**2.83%**	**31.13%**	**2.42%**	

QUARTERLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	205,734	-	(28,380,028)	-	(28,174,294)
240	-	-	392,641	-	392,641
599	-	-	(5,885,721)	-	(5,885,721)
679	-	-	349,394,345	-	349,394,345
681	-	-	-	-	-
682	-	-	-	-	-
687	-	-	-	-	-
771	-	-	29,564	-	29,564
Total	**205,734**	**-**	**315,550,801**	**-**	**315,756,535**
% to Total	**0.07%**	**0.00%**	**99.93%**	**0.00%**	

QUARTERLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	0.96%	0.00%	-22.75%	0.00%	-16.19%
240	0.00%	0.00%	1.36%	0.00%	1.36%
599	0.00%	0.00%	-64.24%	0.00%	-64.24%
679	0.00%	0.00%	0.00%	0.00%	0.00%
681	0.00%	0.00%	0.00%	0.00%	0.00%
682	0.00%	0.00%	0.00%	0.00%	0.00%
687	0.00%	0.00%	0.00%	0.00%	0.00%
771	0.00%	0.00%	1.36%	0.00%	1.36%
Total	**0.96%**	**0.00%**	**191.26%**	**0.00%**	**147.41%**

The following tables are interest earned, amount changes and percentage changes from the prior year for the periods indicated.

		Month	Month	Month	Quarter	Quarter	Quarter	Quarter	Fiscal YTD
	Fund	JUNE 2023	JUL 2023	AUG 2023	SEP - NOV 2022	DEC - FEB 2023	MAR - MAY 2023	JUN - AUG 2023	SEP 2022-AUG 2023
Local Maintenance	199	585,370	589,725	556,370	555,192	1,662,008	2,053,235	1,731,465	6,001,900
Federal Programs	240	125,324	131,485	135,832	227,881	317,685	364,069	392,641	1,302,277
Interest & Sinking	599	39,596	41,530	24,011	67,612	105,653	115,001	105,137	393,403
Capital Projects	600s			1,204,345	0	0	0	1,204,345	1,204,345
Internal Service	771	9,436	9,900	10,227	17,158	23,920	27,412	29,564	98,054
Total		**759,726**	**772,640**	**1,930,786**	**867,843**	**2,109,267**	**2,559,717**	**3,463,152**	**8,999,979**

		Month	Month	Month	Quarter	Quarter	Quarter	Quarter	Fiscal YTD
	Fund	JUN 2022	JUL 2022	AUG 2022	SEP - NOV 2021	DEC - FEB 2022	MAR - MAY 2022	JUN - AUG 2022	SEP 2021-AUG 2022
Local Maintenance	199	93,774	132,880	151,721	54,626	74,794	178,266	378,375	686,060
Federal Programs	240	23,893	35,723	54,340	1,588	4,175	31,393	113,956	151,111
Interest & Sinking	599	2,183	3,288	11,067	1,070	1,746	2,742	16,537	22,095
Capital Projects	600s				0	0	0	0	0
Internal Service	771	1,997	2,925	4,092	246	492	2,769	9,013	12,521
Total		**121,847**	**174,816**	**221,219**	**57,529**	**81,207**	**215,169**	**517,882**	**871,787**

		From Prior Year							
		Month	Month	Month	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal YTD
	Fund	Change	Change	Change	Change	Change	Change	Change	Change
Local Maintenance	199	491,596	456,845	404,649	500,566	1,587,214	1,874,969	1,353,090	5,315,840
Federal Programs	240	101,431	95,762	81,492	226,294	313,510	332,676	278,685	1,151,165
Interest & Sinking	599	37,414	38,242	12,944	66,542	103,907	112,259	88,600	371,309
Capital Projects	600s	0	0	1,204,345	0	0	0	1,204,345	1,204,345
Internal Service	771	7,439	6,975	6,136	16,912	23,428	24,643	20,550	85,533
Total		**637,879**	**597,824**	**1,709,567**	**810,314**	**2,028,060**	**2,344,548**	**2,945,270**	**8,128,191**

		From Prior Year							
		Month	Month	Month	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal YTD
	Fund	Change	Change	Change	Change	Change	Change	Change	Change
Local Maintenance	199	524%	344%	267%	916%	2122%	1052%	358%	775%
Federal Programs	240	425%	268%	150%	14254%	7509%	1060%	245%	762%
Interest & Sinking	599	1714%	1163%	117%	6221%	5951%	4094%	536%	1681%
Capital Projects	600s	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Internal Service	771	373%	238%	150%	6863%	4762%	890%	228%	683%
Total		**524%**	**342%**	**773%**	**1409%**	**2497%**	**1090%**	**569%**	**932%**

The following table is accrued interest as indicated for the quarter ended August 31, 2023

Description	CUSIP	Settlement Date	YTM @ Cost	Book Value	Ending Market Value	Maturity Date	Accrued Interest
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	0.3100	5,000,000	4,936,400	11/30/23	3,875
FHLB .035% 3/15/24	3130ALKM5	03/15/21	0.3500	5,000,000	4,858,300	03/15/24	4,375
Univ of Houston Muni	914302HA5	03/03/21	0.0424	5,000,000	2,774,397	02/15/24	21,038
Dallas Capital Bank CD	BK CD	04/20/23	4.8320	2,805,000	5,000,000	01/23/24	60,896
Dallas Capital Bank CD	BK CD	05/03/23	4.8320	5,000,000	10,000,000	02/03/24	27,726
Total				**22,805,000**	**27,569,097**		**117,910**

Over the current month and previous twelve months, the interest earned is as follows:

Month	Local Maintenance	Federal Programs	Interest & Sinking	Capital Projects	Internal Service	Total	Quarter-To-Date	Fiscal Year-To-Date
AUG 2023	556,370	135,832	24,011	1,204,345	10,227	1,930,786	3,463,152	8,999,979
JUL 2023	589,725	131,485	41,530		9,900	772,640		
JUN 2023	585,370	125,324	39,596		9,436	759,726		
MAY 2023	660,083	127,171	40,207		9,575	837,037	2,559,717	5,536,827
APR 2023	667,195	118,934	37,550		8,955	832,634		
MAR 2023	725,956	117,964	37,244		8,882	890,046		
FEB 2023	732,210	103,903	34,286		7,823	878,222	2,109,267	2,977,110
JAN 2023	569,552	110,184	38,452		8,296	726,484		
DEC 2022	360,246	103,599	32,916		7,800	504,561		
NOV 2022	227,182	89,215	26,519		6,717	349,633	867,843	867,843
OCT 2022	194,319	76,993	22,842		5,797	299,951		
SEP 2022	133,691	61,673	18,251		4,644	218,259		
AUG 2022	151,721	54,340	11,067		4,092	221,219	221,219	221,219

The average monthly rates as per each local government investment pool have shown fluctuations during the periods indicated.

Month	LOGIC	LoneStar	TexasClass	TexPool	TexStar
AUG 2023	5.472	5.300	5.475	5.305	5.297
JUL 2023	5.299	5.120	5.325	5.124	5.115
JUN 2023	5.255	5.080	5.267	5.054	5.076
MAY 2023	5.187	5.040	5.195	5.004	5.047
APR 2023	4.997	4.820	5.042	4.798	4.829
MAR 2023	4.816	4.640	4.860	4.611	4.607
FEB 2023	4.816	4.540	4.758	4.499	4.492
JAN 2023	4.554	4.310	4.574	4.244	4.252
DEC 2022	4.317	4.080	4.317	3.980	3.968
NOV 2022	3.929	3.74	3.8546	3.559	3.559
OCT 2022	3.1167	3.07	3.2287	2.8531	2.8531
SEP 2022	2.4756	2.48	2.6788	2.2941	2.2941
AUG 2022	2.162	2.15	2.2891	2.1627	1.947

Overall, the weighted average yield to maturity at cost for the district's portfolio is as follows:

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Total
MAY 2023	4.832	5.349	3.892	0.267	5.152
MAY 2023	4.832	5.179	3.769	0.267	4.720
FEB 2023	1.100	4.527	3.128	0.226	3.844
NOV 2022	1.100	3.824	2.636	0.156	2.885
AUG 2022	1.100	2.229	0.795	0.156	1.483

Historically, the ending portfolio balances per type is as follows:

Month	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Total
MAY 2023	15,000,000	480,538,213	21,613,106	12,805,000	529,956,319
MAY 2023	15,000,000	164,987,412	21,407,371	12,805,000	214,199,783
FEB 2023	15,000,000	203,474,785	21,219,300	22,805,000	262,499,085
NOV 2022	15,000,000	100,387,942	21,066,771	22,805,000	159,259,712
AUG 2022	15,000,000	86,035,717	40,905,378	22,805,000	164,746,095

Irving Independent School District
Investment Report - by Fund
For the Quarter Ended in August 31, 2023

Description	CUSIP	Settlement Date	YTM@ Cost	Face Amt/ Shares	Market Price	Market Value	Cost Value	Book Value	Maturity Date	Days To Maturity	% of Portfolio
199 - General Operating											
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	0.310	5,000,000.00	100	4,936,400.00	5,000,000.00	5,000,000.00	11/30/23	91	0.94%
FHLB .035% 3/15/24	3130ALKM5	3/15/21	0.350	5,000,000.00	100	4,858,300.00	5,000,000.00	5,000,000.00	3/15/24	197	0.94%
Univ of Houston Muni	914302HA5	3/3/21	0.042	2,805,000.00	100	2,774,397.45	2,805,000.00	2,805,000.00	2/15/24	168	0.53%
Dallas Capital Bank CD	BK CD	4/20/23	4.832	5,000,000.00	100	5,000,000.00	5,000,000.00	5,000,000.00	1/23/24	145	0.94%
Dallas Capital Bank CD	BK CD	5/3/23	4.832	10,000,000.00	100	10,000,000.00	10,000,000.00	10,000,000.00	2/3/24	156	1.89%
Prosperity Bank MMA	MMA	8/22/18	3.040	11,154,654.69	100	11,154,654.69	11,154,654.69	11,154,654.69	9/1/23	1	2.10%
Landing Rock MMA	MMA	12/11/20	4.800	10,458,450.88	100	10,458,450.88	10,458,450.88	10,458,450.88	9/1/23	1	1.97%
LOGIC	LGIP	12/3/10	5.342	8,948,644.79	100	8,948,644.79	8,948,644.79	8,948,644.79	9/1/23	1	1.69%
Lone Star	LGIP	8/31/08	5.167	5,723,721.79	100	5,723,721.79	5,723,721.79	5,723,721.79	9/1/23	1	1.08%
TexasCLASS	LGIP	8/31/08	5.356	71,264,700.87	100	71,264,700.87	71,264,700.87	71,264,700.87	9/1/23	1	13.45%
TexPool	LGIP	3/13/20	5.161	1,073,762.71	100	1,073,762.71	1,073,762.71	1,073,762.71	9/1/23	1	0.20%
TexSTAR	LGIP	8/31/08	5.163	9,370,223.61	100	9,370,223.61	9,370,223.61	9,370,223.61	9/1/23	1	1.77%
Sub Total / Average			**4.616**	**145,799,159.34**	**100**	**145,563,256.79**	**145,799,159.34**	**145,799,159.34**		**30**	**27.51%**
240 - Food Service											
TexasCLASS	LGIP	8/31/08	5.356	29,281,786.31	100	29,281,786.31	29,281,786.31	29,281,786.31	9/1/23	1	5.53%
Sub Total / Average			**5.356**	**29,281,786.31**	**100**	**29,281,786.31**	**29,281,786.31**	**29,281,786.31**		**1**	**5.53%**
599 - Debt Service											
Lone Star	LGIP	8/31/08	5.167	904,102.32	100	904,102.32	904,102.32	904,102.32	9/1/23	1	0.17%
TexasCLASS	LGIP	8/13/09	5.356	2,372,182.73	100	2,372,182.73	2,372,182.73	2,372,182.73	9/1/23	1	0.45%
Sub Total / Average			**5.303**	**3,276,285.05**	**100**	**3,276,285.05**	**3,276,285.05**	**3,276,285.05**		**1**	**0.62%**
640 - Capital Projects											
TexasCLASS	LGIP	8/9/23	5.356	349,394,345.47	100	349,394,345.47	349,394,345.47	349,394,345.47	9/1/23	1	65.93%
Sub Total / Average			**5.356**	**349,394,345.47**	**100**	**349,394,345.47**	**349,394,345.47**	**349,394,345.47**		**1**	**65.93%**
771 - Workers' Comp											
TexasCLASS	LGIP	8/31/08	5.356	2,204,742.61	100	2,204,742.61	2,204,742.61	2,204,742.61	9/1/23	1	0.42%
Sub Total / Average			**5.356**	**2,204,742.61**	**100**	**2,204,742.61**	**2,204,742.61**	**2,204,742.61**		**1**	**0.42%**
Total / Average			**5.152**	**529,956,318.78**	**100**	**529,720,416.23**	**529,956,318.78**	**529,956,318.78**		**9**	**100.00%**

Irving Independent School District
Investment Report - YTM@Cost by Investment Category
For the Quarter Ended in August 31, 2023

Description	CUSIP	Settlement Date	YTM@ Cost	Face Amt/ Shares	Market Price	Market Value	Cost Value	Book Value	Maturity Date	Days To Maturity	% of Portfolio
U.S. Agencies											
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	0.310	5,000,000.00	100	4,936,400.00	5,000,000.00	5,000,000.00	11/30/23	91	0.94%
FHLB .035% 3/15/24	3130ALKM5	3/15/21	0.350	5,000,000.00	100	4,858,300.00	5,000,000.00	5,000,000.00	3/15/24	197	0.94%
Univ of Houston Muni	914302HA5	3/3/21	0.042	2,805,000.00	100	2,774,397.45	2,805,000.00	2,805,000.00	2/15/24	168	0.53%
Sub Total / Average			**0.267**	**12,805,000.00**	**100**	**12,569,097.45**	**12,805,000.00**	**12,805,000.00**		**149**	**2.42%**
Bank Money Market Account											
Prosperity Bank MMA	MMA	8/22/18	3.040	11,154,654.69	100	11,154,654.69	11,154,654.69	11,154,654.69	9/1/23	1	2.10%
Landing Rock MMA	MMA	12/11/20	4.800	10,458,450.88	100	10,458,450.88	10,458,450.88	10,458,450.88	9/1/23	1	1.97%
Sub Total / Average			**3.892**	**21,613,105.57**	**100**	**21,613,105.57**	**21,613,105.57**	**21,613,105.57**		**1**	**4.08%**
Certificates of Deposit											
Dallas Capital Bank CD	BK CD	4/20/22	4.832	5,000,000.00	100	5,000,000.00	5,000,000.00	5,000,000.00	1/23/24	145	0.94%
Dallas Capital Bank CD	BK CD	5/3/22	4.832	10,000,000.00	100	10,000,000.00	10,000,000.00	10,000,000.00	2/3/24	156	1.89%
Sub Total / Average			**4.832**	**15,000,000.00**	**100**	**15,000,000.00**	**15,000,000.00**	**15,000,000.00**		**152**	**2.83%**
Local Government Investment Pools (LGIP)											
LOGIC	LGIP	12/3/10	5.342	8,948,644.79	100	8,948,644.79	8,948,644.79	8,948,644.79	9/1/23	1	1.69%
Lone Star	LGIP	8/31/08	5.167	5,723,721.79	100	5,723,721.79	5,723,721.79	5,723,721.79	9/1/23	1	1.08%
TexasCLASS	LGIP	8/31/08	5.356	71,264,700.87	100	71,264,700.87	71,264,700.87	71,264,700.87	9/1/23	1	13.45%
TexPool	LGIP	3/13/20	5.161	1,073,762.71	100	1,073,762.71	1,073,762.71	1,073,762.71	9/1/23	1	0.20%
TexSTAR	LGIP	8/31/08	5.163	9,370,223.61	100	9,370,223.61	9,370,223.61	9,370,223.61	9/1/23	1	1.77%
TexasCLASS	LGIP	8/31/08	5.356	29,281,786.31	100	29,281,786.31	29,281,786.31	29,281,786.31	9/1/23	1	5.53%
Lone Star	LGIP	8/31/08	5.167	904,102.32	100	904,102.32	904,102.32	904,102.32	9/1/23	1	0.17%
TexasCLASS	LGIP	8/13/09	5.356	2,372,182.73	100	2,372,182.73	2,372,182.73	2,372,182.73	9/1/23	1	0.45%
TexasCLASS	LGIP	8/9/23	5.356	349,394,345.47	100	349,394,345.47	349,394,345.47	349,394,345.47	9/1/23	1	65.93%
TexasCLASS	LGIP	8/31/08	5.356	2,204,742.61	100	2,204,742.61	2,204,742.61	2,204,742.61	9/1/23	1	0.42%
Sub Total / Average			**5.349**	**480,538,213.21**	**100**	**480,538,213.21**	**480,538,213.21**	**480,538,213.21**		**1**	**90.68%**
Total / Average			**5.152**	**529,956,318.78**	**100**	**529,720,416.23**	**529,956,318.78**	**529,956,318.78**		**9**	**100.00%**

Irving Independent School District
Investment Report - by Fund and Transactions
For the Quarter Ended in August 31, 2023

Description	CUSIP	Settlement Date	Maturity Date	Beginning Face Amt/ Shares	Increase Holdings	Buy Accrued Interest	Decrease Holdings	Sell Accrued Interest	Ending Face Amt/ Shares	Interest	Beg Mkt Accr Int	End Mkt Accr Int	Diff in Accr Int	Int Earned During Period-BV
199 - General Operating														
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	11/30/23	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00		0.00	3,875.00	3,875.00	3,961.11
FHLB .035% 3/15/24	3130ALKM5	3/15/21	3/15/24	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	0.00	3,694.44	8,069.44	4,375.00	4,520.83
Univ of Houston Muni	914302HA5	3/3/21	2/15/24	2,805,000.00	0.00	0.00	0.00	0.00	2,805,000.00	42,075.00	24,777.50	3,740.00	21,037.50	91,738.75
Dallas Capital Bank CD	BK CD	4/20/23	1/23/24	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	0.00	27,800.55	88,696.99	60,896.44	60,896.44
Dallas Capital Bank CD	BK CD	5/3/23	2/3/24	10,000,000.00	0.00	0.00	0.00	0.00	10,000,000.00	0.00	35,743.56	63,469.59	27,726.03	27,726.03
Prosperity Bank MMA	MMA	8/22/18	9/1/23	11,070,730.60	83,924.09	0.00	0.00	0.00	11,154,654.69	83,924.09	0.00	0.00	0.00	0.00
Landing Rock MMA	MMA	12/11/20	9/1/23	10,336,640.63	121,810.25	0.00	0.00	0.00	10,458,450.88	121,810.25	0.00	0.00	0.00	0.00
LOGIC	LGIP	12/3/10	9/1/23	8,829,216.72	119,428.07	0.00	0.00	0.00	8,948,644.79	119,428.07	0.00	0.00	0.00	0.00
Lone Star	LGIP	8/31/08	9/1/23	5,649,831.30	73,890.49	0.00	0.00	0.00	5,723,721.79	73,890.49	0.00	0.00	0.00	0.00
TexasCLASS	LGIP	8/31/08	9/1/23	99,972,795.71	68,279,370.03	0.00	98,155,840.84	0.00	71,264,700.87	1,168,375.97	0.00	0.00	0.00	0.00
TexPool	LGIP	3/13/20	9/1/23	1,059,912.00	13,850.71	0.00	0.00	0.00	1,073,762.71	13,850.71	0.00	0.00	0.00	0.00
TexSTAR	LGIP	8/31/08	9/1/23	9,249,326.01	120,897.60	0.00	0.00	0.00	9,370,223.61	120,897.60	0.00	0.00	0.00	0.00
Sub Total / Average				**173,973,452.97**	**68,813,171.24**	**0.00**	**98,155,840.84**	**0.00**	**145,790,159.34**	**1,744,252.18**	**92,016.05**	**167,851.02**	**117,909.97**	**188,843.16**
240 - Food Service														
TexasCLASS	LGIP	8/31/08	9/1/23	28,889,145.14	392,641.17	0.00	0.00	0.00	29,281,786.31	392,641.17	0.00	0.00	0.00	0.00
Sub Total / Average				**28,889,145.14**	**392,641.17**	**0.00**	**0.00**	**0.00**	**29,281,786.31**	**392,641.17**	**0.00**	**0.00**	**0.00**	**0.00**
599 - Debt Service														
Lone Star	LGIP	8/31/08	9/1/23	892,430.79	11,671.53	0.00	0.00	0.00	904,102.32	11,671.53	0.00	0.00	0.00	0.00
TexasCLASS	LGIP	8/13/09	9/1/23	8,269,575.42	400.00	0.00	5,991,258.33	0.00	2,372,182.73	93,465.64	0.00	0.00	0.00	0.00
Sub Total / Average				**9,162,006.21**	**12,071.53**	**0.00**	**5,991,258.33**	**0.00**	**3,276,285.05**	**105,137.17**	**0.00**	**0.00**	**0.00**	**0.00**
640 - Capital Projects														
TexasCLASS	LGIP	8/9/23	9/1/23	0.00	348,190,000.00	0.00	0.00	0.00	349,394,345.47	1,204,345.47	0.00	0.00	0.00	0.00
Sub Total / Average				**0.00**	**348,190,000.00**	**0.00**	**0.00**	**0.00**	**349,394,345.47**	**1,204,345.47**	**0.00**	**0.00**	**0.00**	**0.00**
771 - Workers' Comp														
TexasCLASS	LGIP	8/31/08	9/1/23	2,175,179.09	29,563.52	0.00	0.00	0.00	2,204,742.61	29,565.52	0.00	0.00	0.00	0.00
Sub Total / Average				**2,175,179.09**	**29,563.52**	**0.00**	**0.00**	**0.00**	**2,204,742.61**	**29,565.52**	**0.00**	**0.00**	**0.00**	**0.00**
Total / Average				**214,199,783.41**	**417,437,447.46**	**0.00**	**104,147,099.17**	**0.00**	**529,956,318.78**	**3,475,941.51**	**92,016.05**	**167,851.02**	**117,909.97**	**188,843.16**

435

REPORT FROM FACILITIES & SCHOOL SUPPORT SERVICES

Facilities and Operations Department

A total of 3061 work orders have been completed from August 1, 2023, through August 31, 2023.

August 2023

Document Services – Print Shop - *Laserfiche – Project Requests - Work Orders*

We received numerous requests to pull HR archival records (to pull and scan files to the Employee Records Repository).

Forms Management – Requests and Change Orders

Laserfiche Project and Work Order:

The new SPED Referral form is in production. It has required numerous updates and enhancements to ensure we are providing the easiest form for the educators that will most benefit our students.

We are currently building a form for our TAPPS department and one for finance to pre-approve and track overtime requests. Both are ready to show to the departments and potentially put into production as early as next week.

We have updated the weekly door sweep reporting tool to be more user friendly and run faster on the newest production release of Laserfiche. It is also more finely tuned to ensure all external doors are accounted for and verified each week.

We are upgrading the Curriculum Writing Approval form to the latest version of Laserfiche and adding new routing as requested by the users.

GovQA - Public Information & Subpoenas

In August:

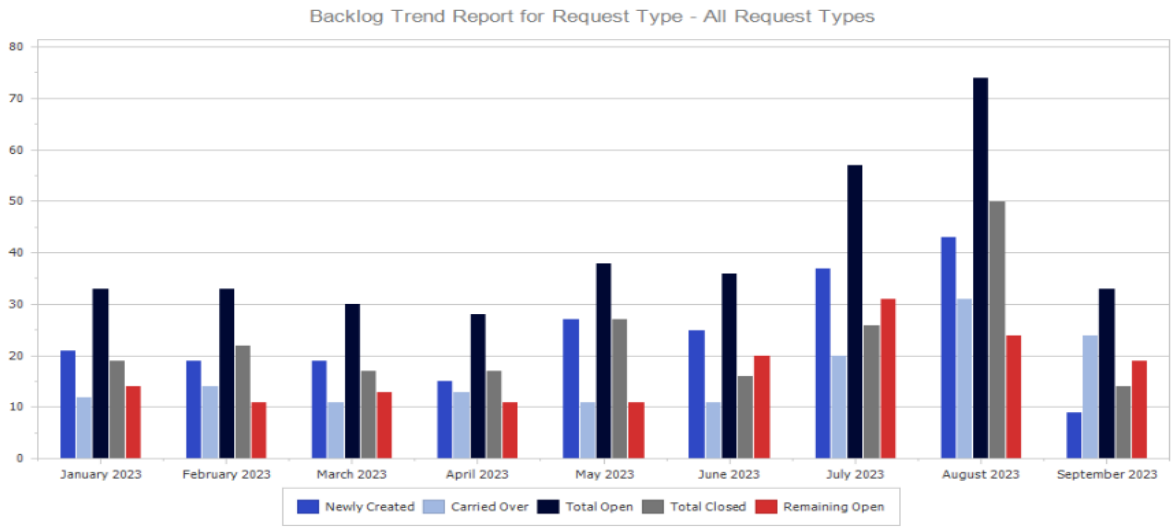
For the 2022-2023 school year:

Period Summary

Reporting Period: 8/1/2023 - 8/31/2023
Request Type: All Request Types
Department: All Departments
Group: All Groups
Run Date: Run Date: 09/13/2023 7:59 AM

Backlog Trend Report

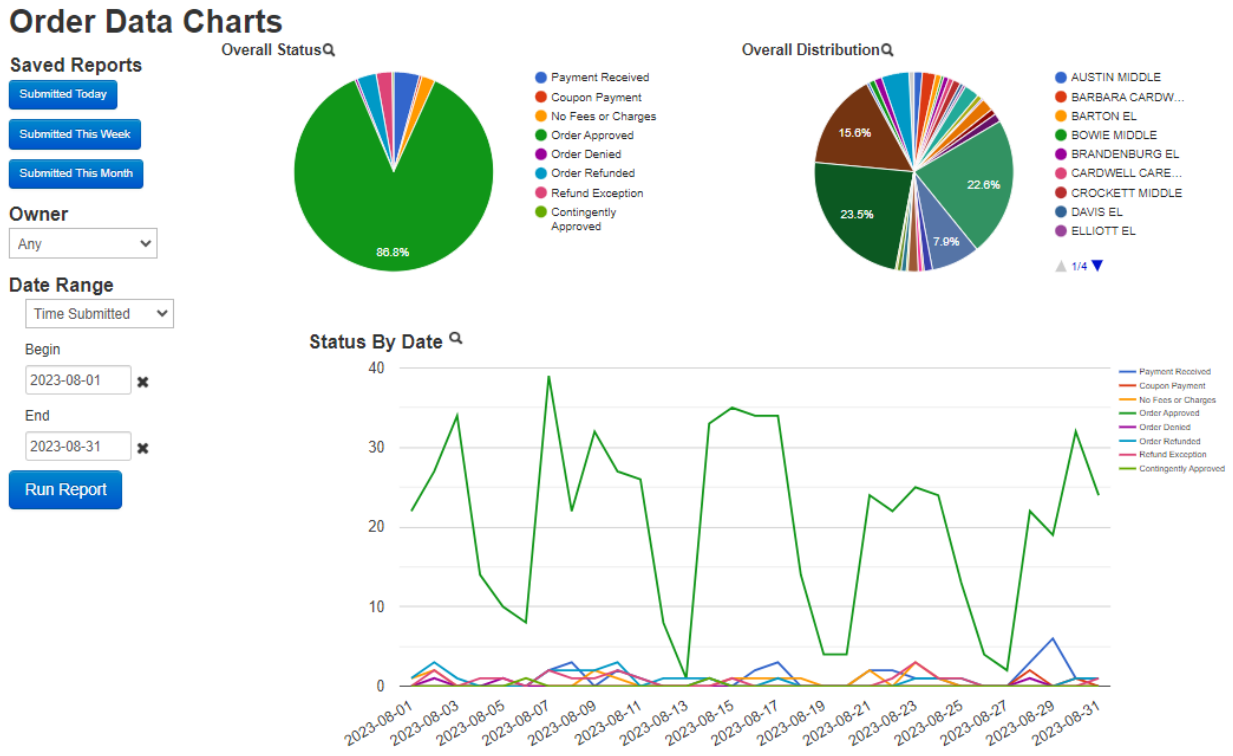
Create Date: 1/1/2023 - 12/31/2023
Report On: Request Type - All Request Types
Group Time Frame: Month
Filter: Assigned Department - All Assigned Departments
Run Date: 9/13/2023 7:59 AM

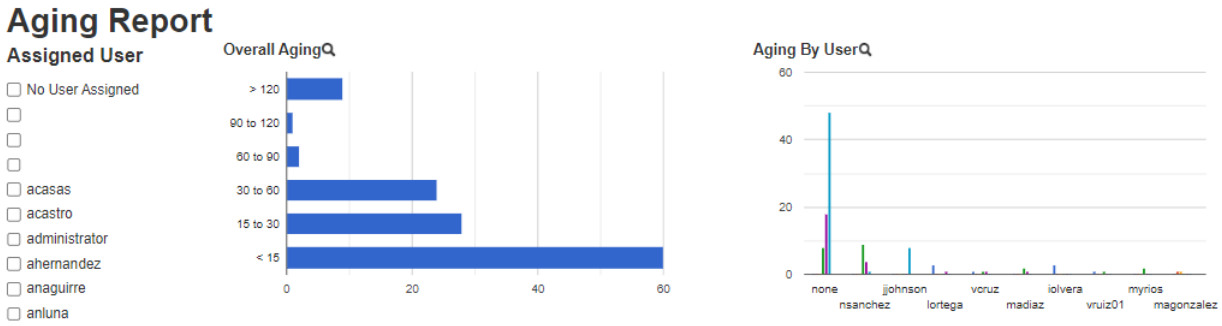


ScribOrder - Student Record Requests

In August, 439 student records requests were received. The following is our total transaction amount for the month of July (a month behind in reporting):

Total CC Transaction Amount	$3,137
Scribbles Handling	$1,612
ScribTransfer Subscription	$50.00
Credit Card Fees	$179
Total Client Amount	$1,475





Print Shop - Orders

We received and processed 242 print requests for August; 100,374 B/W & 162,202 Color pages printed. Total billed out (JV) $27,298 for print services.

Mail Center – Pieces and Postage

In August, we processed 18,859 pieces of mail for US Postage at a cost of $12,425. We processed 16 packages for $113.42. We continue to process interoffice mail daily.

SchoolDude – Document and Record Management Work Orders

In August, we received 63 total requests.

Irving ISD

Summary of Expenditures by Craft

Custom Period (08/01/2023 - 08/31/2023)

Craft	Labor Hrs	Labor Costs	Material Costs	Sales Tax	Total Costs	WO Count	% of Work (Count)	Avg Hours Per WO	Avg Cost Per WO
Document Management	3.25	$79.08	$0.00	$0.00	**$79.08**	4.00	6.35%	.81	$19.77
Internal Delivery	33.5	$817.50	$0.00	$0.00	**$817.50**	58.00	92.06%	.58	$14.09
Records Management	1.5	$30.00	$0.00	$0.00	**$30.00**	1.00	1.59%	1.5	$30.00
Grand Totals	38.25	$926.58	$0.00	$0.00	**$926.58**	63.00	100.00%	.61	$14.71

Maintenance – The Maintenance Department completed 1524 workorder. The department maintains critical infrastructure in the following areas: Electrical, HVAC, Plumbing, Preventive Maintenance, Fire Safety Equipment, Kitchen Equipment, Elevators, Public Address Systems, Carpentry, Roofing, Painting, and Locks and Keys.

The Grounds Section & Regulatory Compliance, IPM and Safety –The Grounds Department completed 123 workorder The department maintain outside grounds of district facilities, athletic fields, 178-vehicle maintenance fleet, landscaping equipment, pest, asbestos and safety

Operations – The Custodial Department completed 801 work orders. The work performed in our department could range from moving furniture, disinfecting, light maintenance, or any other needs at the campus level.

Warehouse – Routine Custodial, Food Service, Health Services, and Maintenance Orders for the month of August total 613 orders pulled and posted in MUNIS, School Dude, and Primero.