

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

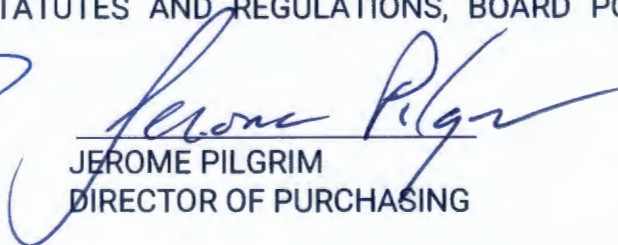
Topic: Consider Approval and Execute Agreement with WRA Architects, Inc. for Architectural and Engineering Services for Construction and Replacement of Crockett Middle School (2023 Bond Funded)

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



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

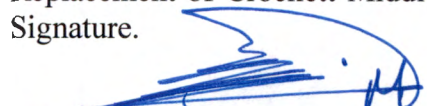
Subject: Requesting the Board Approve and Execute the Agreement with WRA Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement Crockett Middle School (2023 Bond Funded)

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.

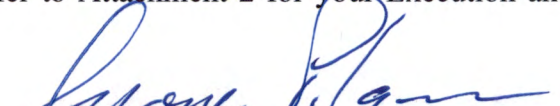
The Administration has successfully negotiated an Agreement with WRA Architects, Inc. and is hereby presenting it to the Board for final approval and execution. Please refer to the attached Agreement between Irving ISD and WRA Architects, Inc. presented for your signature.

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.

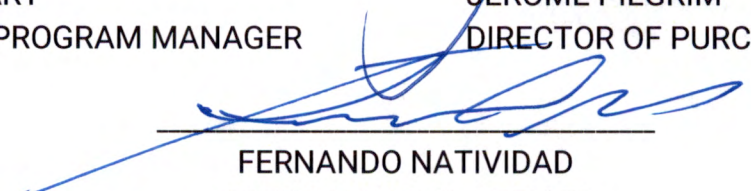
I recommend that the Board Approve and Execute the Agreement between Irving ISD and WRA Architects, Inc. for Architectural Design and Engineering Services for Construction and Replacement of Crockett Middle School. Please refer to Attachment 2 for your Execution and Signature.



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



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
r Ramirez@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.

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.



11.8 Indemnification

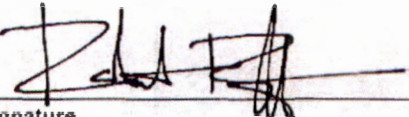
THE A/E FIRM SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS IISD AND EACH OF ITS RESPECTIVE PAST, PRESENT, AND FUTURE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, BOARD MEMBERS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, OR DAMAGES, INCLUDING 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

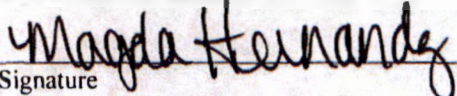
8/24/2023

Date

ATTEST:

IRVING INDEPENDENT SCHOOL DISTRICT

MAGDA HERNANDEZ
SUPERINTENDENT OF SCHOOLS



Signature

08-21-2023

Date

ATTEST:

IRVING INDEPENDENT SCHOOL DISTRICT

RANDY RANDLE
PRESIDENT, BOARD OF TRUSTEES

Signature

Date