



Garland Independent School District

February 15, 2019

ADDENDUM #1, RFQ# 361-19-01,

Facilities Condition Assessment, Educational Adequacy Assessment, and Long-range Capital Planning

This addendum forms a part of the solicitation documents, modifies the original document as indicated in this Addendum 01 and is hereby made part of any pursuant award. Acknowledge receipt of this Addendum below and include in the bid package submittal documents. Failure to submit the acknowledgment of addenda will be used as an evaluated factor.

***AS A REMINDER, THE SUBMITTAL DATE FOR THIS RFQ IS 10:00 a.m. local time, February 21, 2019 at the Garland ISD Purchasing Construction Bond Department, Marvin Padgett Auxiliary Services Center Building, 701 N. First Street, Garland, Texas 75040.**

Mark A. Booker

Mark A. Booker
Director of Purchasing
Garland ISD

Company Name

Address

City

State

Zip Code

Signature

Title

ATTACHMENT 1, ADDENDUM 1
RFQ #361-19-01

1. The footer should refer to RFQ #631-19-01 on all pages.
2. Replace Page 24 with Attachment 2.
3. Add Exhibit G, Attachment 3, 33 Pages.
4. Replace paragraph 2.2 with the following by deleting the first phrase:
"2.2. Provide percentage of yearly revenue attributable to Facilities Condition Assessment, Educational Adequacy Assessment, and Long-range Capital Planning for K-12 projects in each of the following years:
2013 _____ % _____ 2016 _____ % _____
2014 _____ % _____ 2017 _____ % _____
2015 _____ % _____ 2018 _____ % _____"
5. Questions and answers:
 - a. Exhibit E, 2.2: If the responding firm's primary business is not facility assessment services, may they answer "N/A" to all of 2.2?
ANSWER: No. Please see modification of the clause in item 3 above.
 - b. There are several areas of text on Page 24 of RFP that are illegible. Can you clarify?
ANSWER: Please replace the document with the corrected document, Attachment 2.
 - c. Will selected firm(s) be precluded from performing work following the FCA (program management, design)?
ANSWER: No. Award to an A/E/C firm for this project does not disqualify them from future projects.
 - d. GISD RFQ limits project experience for scoring to Texas ISDs while requesting standards from national best practices. Will GISD consider expanding this scoring criteria to encourage not only state experience but recent national experience such that it benefits the district by being related to the requested scope?
ANSWER: No. Garland ISD wants to see how the firm has applied national practices to Texas ISDs.
 - e. What is the correct number of flash drive copies to be submitted? The requirements on page 4 and page 22 of the RFQ document are in conflict.
ANSWER: Page 22, Section 7.2 should read "3 flash drives".
 - f. What is the square footage for the assessment?
ANSWER: Exhibit C has the current District's square footage. All facilities are to be included.
 - g. Exhibit G – Missing No sample contract included as Exhibit G.
ANSWER: Exhibit G has been included in this Addendum 1, Attachment 3.
 - h. References – will the scores from the references on the original submission stay intact or will the district be reaching out to the references again? Also, previously the RFQ stated three references and now the RFQ does not have a limit.
ANSWER: References need to be submitted as requested and the District will evaluate them.

| | |
|--------------------------------|--|
| Name of Responding firm | |
|--------------------------------|--|

**REQUEST FOR QUALIFICATIONS to
GARLAND INDEPENDENT SCHOOL DISTRICT**

PART A. GENERAL

1.01 Firm Information

| | |
|--|--|
| Firm Name (Legal Name) | |
| Firm's Point of Contact with Signature Authority | |
| Street Address | |
| Phone and Fax Number | |
| Point of Contact Email Address | |
| Type of Business: _____ Corporation, _____ Partnership, _____ Sole proprietorship, _____ Joint Venture _____ Other | |
| State of Incorporation | |
| DUN & BRADSTREET NUMBER: | |
| In continuous business since (Date of Incorporation/ Years in Business): | |

List other fully staffed offices or fully staffed branch offices of your organization:

| <u>Name</u> | <u>Branch Manager</u> | <u>Telephone Number</u> |
|-------------|-----------------------|-------------------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |

Corporate Officers, Partners or Owners of Organization:

| <u>Name</u> | <u>Title</u> | <u>Assessment Experience (Years)</u> |
|-------------|--------------|--------------------------------------|
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |

Check box(es) corresponding to the nature of your business:

_____ **Large Business (100 or more employees)** _____ **Small Business (fewer than 100 employees)**

_____ **Minority Owned Business; Certified with** _____ **(provide certificate copy)**

_____ **Women Owned Business; Certified with** _____ **(provide certificate copy)**

_____ **Other (Define)** _____ **(provide copy of certificate)**

Has your organization ever defaulted or failed to complete any work awarded? ___ Yes ___ No If yes, stipulate where and why:

ATTACHMENT 3, ADDENDUM 1
RFQ #361-19-01

EXHIBIT G
Sample Agreement

1. Part 1 – AIA B102-2017, 18 Pages.
2. Part 2 – AIA B203-2017, 9 Pages.
3. Exhibit A – GF(LOCAL), 5 Pages.

AIA[®] Document B102[™] – 2017

Standard Form of Agreement Between Owner and Architect *without a Predefined Scope of Architect's Services*

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Garland Independent School District
501 S. Jupiter
Garland, Texas 75042
(972) 494-8201

and the Architect:
(Name, legal status, address and other information)

It is acknowledged that the term "Architect" as used in this Agreement is solely for the purposes of identifying the above-named party to this Agreement, which party may or may not be a licensed architect. This Agreement requires the practice of architecture and engineering, and the Architect is responsible for causing such services to be provided by appropriately licensed professionals.

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Not for execution – for procurement purposes only

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Site Evaluation and Project Feasibility, as described in the modified AIA B203 – 2017 executed by the parties.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

§ 1.4 The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Architect shall request from the Owner information regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Owner's Board of Trustees, acting as a body corporate

§ 2.3 Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Architect shall advise the Owner of the necessity for the services of consultants other than those designated as the responsibility of the Architect in this Agreement. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

(Paragraphs deleted)

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect warrants that in transmitting Instruments of Service, or any other information, it is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

(Paragraph deleted)

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project and for future additions or alterations related to the Project, provided that the Owner substantially performs its obligations

under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. In the event of a termination of this Agreement, the Owner shall have a right to possession of all documents and Instruments of Service and the Architect shall deliver the same to the Owner within fifteen (15) days of the date of termination. The documents and Instruments of Service will be in a useable electronic form in a format specified by the Owner. The Owner is permitted to use the documents and Instruments of Service for the purpose of completing the Project.

(Paragraphs deleted)

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 Contractual Adjudication Procedure

§ 4.1.1 In the case of claims by the Architect against Owner, including, but not limited to, any claim that the Owner has breached a contract, the Architect may not file a lawsuit or demand mediation until the complaint procedure found in Owner's Policy GF (LOCAL) has been fully exhausted regarding the contested matter. A copy of this policy is attached hereto and incorporated herein as Exhibit A. The Architect's failure to timely file a grievance under policy GF (LOCAL), or otherwise fully exhaust policy GF (LOCAL) in accordance with the policy's requirements, is a bar to suit against the Owner.

- a. The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: Architect's complaint must be reduced to writing and filed with the appropriate administrator of Owner within ninety (90) calendar days of the date the Architect first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint. If the Architect fails to meet this timeline, the Architect will have failed to exhaust this remedy and will have failed to adhere to this contractual adjudication procedure.
- b. The following are conditions precedent to the institution of civil proceedings by the Architect against the Owner concerning the contested matter: 1) full exhaustion of claims through Owner's complaint procedure as described herein, 2) a written demand by the Architect for mediation, and 3) good faith and full participation in the mediation process.
- c. Following the full exhaustion of claims through Owner's complaint procedure, as described in this section 4.1.1, and upon receipt by Owner of Architect's written demand for mediation, Owner may, at its option, either proceed with non-binding mediation of the dispute, or provide written notice to Architect of Owner's decision to waive its right to compel such mediation, and in such event Architect is at liberty to pursue its civil remedies, if any, in accordance with this Agreement.

(Paragraph deleted)

§ 4.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

(Paragraphs deleted)

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be

(Paragraphs deleted)

litigation in a court of competent jurisdiction. Exclusive venue for any action arising out of this Agreement or the Project is in county in which Owner's administrative offices are located.

(Paragraphs deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payment of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give twenty-one (21) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. As a prerequisite to any termination or suspension under this section 5.1, the Architect must first fully exhaust the complaint process described in section 4.1.1 above.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable and documented expenses incurred in the interruption and resumption of the Architect's services, provided Architect notifies Owner of such expenses within seven (7) days of the date the expenses were incurred.

§ 5.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination along with Reimbursable Expenses incurred, and no other amount.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

\$500

(Paragraphs deleted)

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;

§ 6.2.2 For Reimbursable Expenses the compensation shall be the actual, reasonable expenses incurred by the Architect. There shall be no mark-up or any percentage added to Reimbursable Expenses. The Architect shall present Reimbursable Expenses, including supporting documentation, for payment with its regular invoices, and must request payment within thirty days of incurring such expenses. The Architect waives any claim for Reimbursable Expenses not presented in accordance with this section 6.2.2.

(Paragraphs deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable

(Paragraphs deleted)

within 45 days of presentation of the Architect's invoice, subject to the terms of this Agreement. Without limiting Owner's rights under this Agreement, Owner's payment of any amount to Architect does not constitute a waiver of any claims arising out of or related to the services for which payment is being sought.

(Paragraphs deleted)

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

(Paragraph deleted)

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

(Paragraphs deleted)

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. There are no third-party beneficiaries to this Agreement. The parties do not intend that any non-party have any right to enforce any part of this Agreement.

§ 7.7 Unless otherwise required in this Agreement, the Architect 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, unless the toxic materials or substances were brought to the Project pursuant to the terms of Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances that pose an immediate danger on the Project Site, the Architect shall immediately report the presence to the Owner in writing.

Init.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4. Nothing in this section or this Agreement shall be construed as requiring Owner to keep information confidential or otherwise notify Architect of any request for information under the Texas Open Meetings Act (Texas Government Code Chapter 551) or the Texas Public Information Act (Texas Government Code Chapter 552).

(Paragraphs deleted)

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 7.11 The parties hereby waive any right to recovery of attorney's fee in an action for breach of contract under Texas Local Government Code Chapter 271.

§ 7.12 In accordance with Texas Government Code section 2270.002, Architect verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

The Texas Board of Architectural Examiners has jurisdiction over complains regarding the professional practices of person registered as Architects in Texas."
Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
(512) 305-9000
(512) 305-8900

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 This modified and executed AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Exhibit A – Owner's GF (LOCAL) policy

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1768907124)

Additions and Deletions Report for

AIA® Document B102™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:01:36 ET on 02/14/2019.

PAGE 1

Garland Independent School District
501 S. Jupiter
Garland, Texas 75042
(972) 494-8201

...

It is acknowledged that the term "Architect" as used in this Agreement is solely for the purposes of identifying the above-named party to this Agreement, which party may or may not be a licensed architect. This Agreement requires the practice of architecture and engineering, and the Architect is responsible for causing such services to be provided by appropriately licensed professionals.

...

Not for execution – for procurement purposes only

PAGE 2

Site Evaluation and Project Feasibility, as described in the modified AIA B203 – 2017 executed by the parties.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed ~~design~~ professionals.

...

§ 1.4 ~~Except with the Owner's knowledge and consent, the~~ The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

...

§ 1.5.1 Commercial General Liability with policy limits of not less than ~~(\$)~~ One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 3

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ \$1,000,000) per claim and Two Million Dollars (\$ \$2,000,000) in the aggregate.

§ 1.5.7 ~~Additional Insured Obligations. If requested by the Owner, to~~ To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

~~§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner~~ The Architect shall request from the Owner information regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

...

Owner's Board of Trustees, acting as a body corporate

~~§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish Architect shall advise the Owner of the necessity for the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.~~ Agreement. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 3.1 ~~The Architect and the Owner warrant warrants that in transmitting Instruments of Service, or any other information, the transmitting party it is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~

~~§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project and for future additions or alterations related to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and

suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.~~ In the event of a termination of this Agreement, the Owner shall have a right to possession of all documents and Instruments of Service and the Architect shall deliver the same to the Owner within fifteen (15) days of the date of termination. The documents and Instruments of Service will be in a useable electronic form in a format specified by the Owner. The Owner is permitted to use the documents and Instruments of Service for the purpose of completing the Project.

~~§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.~~

~~§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

PAGE 4

§ 4.1 General Contractual Adjudication Procedure

~~§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1. In the case of claims by the Architect against Owner, including, but not limited to, any claim that the Owner has breached a contract, the Architect may not file a lawsuit or demand mediation until the complaint procedure found in Owner's Policy GF (LOCAL) has been fully exhausted regarding the contested matter. A copy of this policy is attached hereto and incorporated herein as Exhibit A. The Architect's failure to timely file a grievance under policy GF (LOCAL), or otherwise fully exhaust policy GF (LOCAL) in accordance with the policy's requirements, is a bar to suit against the Owner.~~

- a. The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: Architect's complaint must be reduced to writing and filed with the appropriate administrator of Owner within ninety (90) calendar days of the date the Architect first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint. If the Architect fails to meet this timeline, the Architect will have failed to exhaust this remedy and will have failed to adhere to this contractual adjudication procedure.
- b. The following are conditions precedent to the institution of civil proceedings by the Architect against the Owner concerning the contested matter: 1) full exhaustion of claims through Owner's complaint procedure as described herein, 2) a written demand by the Architect for mediation, and 3) good faith and full participation in the mediation process.
- c. Following the full exhaustion of claims through Owner's complaint procedure, as described in this section 4.1.1, and upon receipt by Owner of Architect's written demand for mediation, Owner may, at its option, either proceed with non-binding mediation of the dispute, or provide written notice to Architect of Owner's decision to waive its right to compel such mediation, and in such event Architect is at liberty to pursue its civil remedies, if any, in accordance with this Agreement.

~~§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as~~

they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner ~~waive~~ waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

— Arbitration pursuant to Section 4.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other *(Specify)*

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~ litigation in a court of competent jurisdiction. Exclusive venue for any action arising out of this Agreement or the Project is in county in which Owner's administrative offices are located.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

~~dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.3.4 Consolidation or Joinder~~

~~§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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~~§ 5.1 If the Owner fails to make payments payment of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven~~ twenty-one (21) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. ~~Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~ As a prerequisite to any termination or suspension under this section 5.1, the Architect must first fully exhaust the complaint process described in section 4.1.1 above.~~

~~§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for reasonable and documented expenses incurred in the interruption and resumption of the Architect's ~~services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~ services, provided Architect notifies Owner of such expenses within seven (7) days of the date the expenses were incurred.~~

~~§ 5.3 If the Owner suspends the Project for more than 90 cumulative ~~consecutive~~ days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

...

~~§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. ~~termination along with Reimbursable Expenses incurred, and no other amount.~~~~

...

None

...

\$500

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

One year from the date of commencement of the Architect's services

One year from the date of Substantial Completion

Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

PAGE 6

~~.1 Transportation and authorized out of town travel and subsistence;~~

~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~

...

.5 Postage, handling and delivery;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

.12 Other similar Project related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the ~~expenses incurred by the Architect and the Architect's consultants plus~~ percent (~~—~~ %) of the ~~expenses incurred-actual, reasonable expenses incurred by the Architect.~~ There shall be no mark-up or any percentage added to Reimbursable Expenses. The Architect shall present Reimbursable Expenses, including supporting documentation, for payment with its regular invoices, and must request payment within thirty days of incurring such expenses. The Architect waives any claim for Reimbursable Expenses not presented in accordance with this section 6.2.2.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

...

§ 6.3.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~()~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~—%—~~ within 45 days of presentation of the Architect's invoice, subject to the terms of this Agreement. Without limiting Owner's rights under this Agreement, Owner's payment of any amount to Architect does not constitute a waiver of any claims arising out of or related to the services for which payment is being sought.

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.~~

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™ 2017, General Conditions of the Contract for Construction.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. There are no third-party beneficiaries to this Agreement. The parties do not intend that any non-party have any right to enforce any part of this Agreement.

§ 7.7 Unless otherwise required in this Agreement, the Architect 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, unless the toxic materials or substances were brought to the Project pursuant to the terms of Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances that pose an immediate danger on the Project Site, the Architect shall immediately report the presence to the Owner in writing.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4. Nothing in this section or this Agreement shall be construed as requiring Owner to keep information confidential or otherwise notify Architect of any request for information under the Texas Open Meetings Act (Texas Government Code Chapter 551) or the Texas Public Information Act (Texas Government Code Chapter 552).

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.11 The parties hereby waive any right to recovery of attorney's fee in an action for breach of contract under Texas Local Government Code Chapter 271.

§ 7.12 In accordance with Texas Government Code section 2270.002, Architect verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

PAGE 7

The Texas Board of Architectural Examiners has jurisdiction over complains regarding the professional practices of person registered as Architects in Texas.
Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
(512) 305-9000
(512) 305-8900

...

.1 This modified and executed AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this Agreement.)

...

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A – Owner’s GF (LOCAL) policy

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:01:36 ET on 02/14/2019 under Order No. 5814313271 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document B203[™] – 2017

Standard Form of Architect's Services: Site Evaluation and Project Feasibility

for the following **PROJECT**:

(Name and location or address)

Not for execution – for procurement purposes only

THE OWNER:

(Name, legal status and address)

Garland Independent School District
501 S. Jupiter
Garland, Texas 75042
(972) 494-8201

THE ARCHITECT:

(Name, legal status and address)

It is acknowledged that the term "Architect" as used in this Agreement is solely for the purposes of identifying the above-named party to this Agreement, which party may or may not be a licensed architect. This Agreement requires the practice of architecture and engineering, and the Architect is responsible for causing such services to be provided by appropriately licensed professionals.

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the _____ day of _____ in the year 2019.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- | | |
|---|--|
| 1 | INITIAL INFORMATION |
| 2 | SITE EVALUATION AND PROJECT FEASIBILITY SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COMPENSATION |
| 6 | SPECIAL TERMS AND CONDITIONS |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Site(s) to be evaluated:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102[™]-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802[™]-2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

(Identify the site or sites to be evaluated by the Architect and existing buildings that are a part of the evaluation.)

As identified in the attached document titled "Exhibit C - District Information/Specifications," which document consists of three labeled pages and is attached hereto.

§ 1.1.2 The Owner's Development Objectives:

(Identify the Owner's program for the Project or otherwise state the Owner's Development Objectives for the Project in terms of space requirements, anticipated structures, site features, sustainable objectives, and other relevant information.)

§ 1.1.3 The Architect shall retain the following consultants:

(List name, discipline, address, and other information.)

All consultants necessary to perform the services and complete the deliverables required under this Agreement.

§ 1.1.4 Other Initial Information on which the Architect's services are based:

(List below other information that will affect the Architect's performance, such as the Owner's contractors and consultants, existing entitlements for land use or construction, existing encumbrances to land use, the Owner's budget for the Project, authorized representatives, and Owner confidentiality requirements.)

Without limiting any other part of this Agreement, the Owner desires, and the Architect shall provide, a comprehensive facilities condition assessment, educational adequacy assessment, and long-range capital plan. The assessment services are to include building condition assessment and an educational adequacy assessment. As a part of the assessment, a detailed space inventory analysis, cost estimates for all corrections including hard and soft costs, a long-term capital renewal forecast, and an economic analysis of any buildings that might be considered for replacement shall be included. Upon completion of assessments, assist the Owner in converting information into a long-range facilities capital plan.

(Paragraph deleted)

ARTICLE 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES

§ 2.1 The Architect shall manage the Site Evaluation and Project Feasibility Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Site Evaluation and Project Feasibility Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Site Evaluation and Project Feasibility Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documents regarding the Site Evaluation and Project Feasibility Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Project Feasibility Services.

§ 2.5 The Architect shall prepare a site evaluation and feasibility report based on the Architect's services selected in Section 2.6. The report may incorporate written or graphic materials, and shall include:

- .1 an executive summary,
- .2 documentation of the methodology used to conduct the Architect's services,
- .3 the Owner's Development Objectives,
- .4 relevant facts upon which the report is based,
- .5 comparisons regarding multiple sites, if selected,

- .6 conclusions and recommendations, and
- .7 other: in addition to other requirements stated herein, the report shall include each item that is identified in the attached document titled "Exhibit D Specifications for RFQ Submittal," which document consists of four labeled pages and is attached hereto.

§ 2.6 The Architect shall provide the listed Site Evaluation and Project Feasibility Services only if specifically designated below as the Architect's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Site Evaluation and Project Feasibility Service is not being provided.

(Designate the Architect's Site Evaluation and Project Feasibility Services and the Owner's Site Evaluation and Project Feasibility Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Site Evaluation and Project Feasibility Service.)

| Services | Responsibility <i>(Architect, Owner or Not Provided)</i> |
|--|---|
| § 2.6.1 Preliminary assessment of Owner's Development Objectives | Architect |
| § 2.6.2 Site evaluation | Architect |
| § 2.6.3 Identification of environmental requirements | Architect |
| § 2.6.4 Site context description | Not Provided |
| § 2.6.5 Cultural factor assessment | Not Provided |
| § 2.6.6 Historic resource inventory | Not Provided |
| § 2.6.7 Building evaluation | Architect |
| § 2.6.8 Conceptual drawings | Architect |
| § 2.6.9 Estimate of the cost of the Work | Architect |
| § 2.6.10 Public hearings and meetings | Architect |
| § 2.6.11 Other Site Evaluation and Project Feasibility Services | Architect |

(Row deleted)

§ 2.7 Description of Services

A brief description of each Site Evaluation and Project Feasibility Service is provided below.

(If necessary, attach as an exhibit, or provide in Section 2.7, expanded or modified descriptions of the Site Evaluation and Project Feasibility Services listed below.)

§ 2.7.1 Preliminary Assessment of Owner's Development Objectives. Provide a preliminary assessment of the Owner's Development Objectives and identify constraints and opportunities that will impact them.

§ 2.7.2 Site Evaluation. Evaluate the site by, as applicable: (1) performing on-site observations; (2) assessing the physical characteristics of the site; (3) assessing codes, ordinances, and regulations that impact the Owner's Development Objectives; (4) assessing utilities available to the site; and (5) assessing the access, circulation, and parking for the site. The Architect shall make recommendations to the Owner based on its site evaluation.

§ 2.7.3 Identification of Environmental Requirements. Identify environmental requirements that may apply to the Owner's Development Objectives for the site, such as the need for environmental impact statements, assessments, documentation, testing, or monitoring.

§ 2.7.4 Site Context Description. Describe the physical characteristics and context of areas immediately surrounding the site, including existing land uses, proposed development, and public transportation. The Architect shall also describe land use patterns, trends, or potential uses of areas immediately surrounding the site and assess the impact of the Owner's Development Objectives on the surrounding sites and community.

§ 2.7.5 Cultural Factor Assessment. Research the history of the site, which may include historic land uses, existing structures on or adjacent to the site, archaeological significance, and other cultural factors. The Architect shall also assess the impact of the Owner's Development Objectives on the cultural significance of the site, surrounding sites, and community.

§ 2.7.6 Historic Resource Inventory. Prepare an inventory of buildings and other features on the site that have been identified by local, state, or federal authorities as historic, or that may have historic significance.

§ 2.7.7 Building Evaluation. Conduct an evaluation, based on visual observation, of the existing buildings on the site. The evaluation shall summarize, in general terms: (1) the buildings' existing uses; (2) elements or components of the buildings that do not comply with applicable codes and regulations; (3) the buildings' predominant materials and their conditions; (4) the buildings' structural systems and their conditions; (5) the buildings' mechanical, electrical, and plumbing systems and their conditions; and (6) potentially hazardous materials or toxic substances in the buildings. If necessary, the Architect shall recommend further investigation of any of the above.

§ 2.7.8 Conceptual Drawings. Prepare conceptual development drawings based on the Owner's Development Objectives. The drawings may show, as the Architect deems appropriate, land use, building placement, access and circulation of vehicles and pedestrians, parking, utilities, site drainage, landscaping, and development phasing.

§ 2.7.9 Estimate of the Cost of the Work. Based on the Conceptual Drawings and other services provided, prepare an estimate of the cost of the work for the development of the site.

§ 2.7.10 Public Meetings and Hearings. Attend public hearings and citizen information meetings as required to perform the services or as requested by the Owner. Prepare presentation materials as necessary for such public meetings and hearings.

§ 2.7.11 Other Site Evaluation and Project Feasibility Services Identified in Section 2.6.11:
(Describe the Site Evaluation and Project Feasibility Services, if any, identified in Section 2.6.11.)

In addition to other requirements stated herein, the services shall include all services described by the attached document titled "Exhibit D Specifications for RFQ Submittal," which document consists of four labeled pages and is attached hereto.

(Paragraphs deleted)

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Upon the Architect's written request, the Owner shall provide the Architect with information necessary to perform the Site Evaluation and Project Feasibility Services, which may include a program or other Owner-provided information regarding the development objectives for the Project.

§ 4.2 Upon the Architect's written request, the Owner shall provide the Architect with any available previous studies, data, reports, surveys, or other documents which have a direct bearing on the Site Evaluation and Project Feasibility Services, provided such items are known to the Owner and within the Owner's control.

§ 4.3 The Owner shall provide access to the property and buildings as necessary for the Architect to complete the Site Evaluation and Project Feasibility Services.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Site Evaluation and Project Feasibility Services described in Article 2 as follows:

(Insert amount of, or basis for, compensation.)

The maximum amount possible due and owing under this Agreement is the amount specified in this section 5.1.

(Paragraphs deleted)

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Project Feasibility are as follows:

None

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B203™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:07:36 ET on 02/14/2019.

PAGE 1

Not for execution – for procurement purposes only

...

Garland Independent School District
501 S. Jupiter
Garland, Texas 75042
(972) 494-8201

...

It is acknowledged that the term "Architect" as used in this Agreement is solely for the purposes of identifying the above-named party to this Agreement, which party may or may not be a licensed architect. This Agreement requires the practice of architecture and engineering, and the Architect is responsible for causing such services to be provided by appropriately licensed professionals.

...

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the day of in the year 2019.

...

2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES

~~3~~ ADDITIONAL SERVICES

PAGE 2

As identified in the attached document titled "Exhibit C - District Information/Specifications," which document consists of three labeled pages and is attached hereto.

...

All consultants necessary to perform the services and complete the deliverables required under this Agreement.

...

Without limiting any other part of this Agreement, the Owner desires, and the Architect shall provide, a comprehensive facilities condition assessment, educational adequacy assessment, and long-range capital plan. The assessment services are to include building condition assessment and an educational adequacy assessment. As a part of the assessment, a detailed space inventory analysis, cost estimates for all corrections including hard and soft costs, a long-term capital renewal forecast, and an economic analysis of any buildings that might be considered for

replacement shall be included. Upon completion of assessments, assist the Owner in converting information into a long-range facilities capital plan.

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

PAGE 3

- .7 other: in addition to other requirements stated herein, the report shall include each item that is identified in the attached document titled "Exhibit D Specifications for RFQ Submittal," which document consists of four labeled pages and is attached hereto.

...

| | | |
|----------|--|---------------------|
| § 2.6.1 | Preliminary assessment of Owner's Development Objectives | <u>Architect</u> |
| § 2.6.2 | Site evaluation | <u>Architect</u> |
| § 2.6.3 | Identification of environmental requirements | <u>Architect</u> |
| § 2.6.4 | Site context description | <u>Not Provided</u> |
| § 2.6.5 | Cultural factor assessment | <u>Not Provided</u> |
| § 2.6.6 | Historic resource inventory | <u>Not Provided</u> |
| § 2.6.7 | Building evaluation | <u>Architect</u> |
| § 2.6.8 | Conceptual drawings | <u>Architect</u> |
| § 2.6.9 | Estimate of the cost of the Work | <u>Architect</u> |
| § 2.6.10 | Public hearings and meetings | <u>Architect</u> |
| § 2.6.11 | Other Site Evaluation and Project Feasibility Services | <u>Architect</u> |
| | | |

PAGE 4

In addition to other requirements stated herein, the services shall include all services described by the attached document titled "Exhibit D Specifications for RFQ Submittal," which document consists of four labeled pages and is attached hereto.

ARTICLE 3 – ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

§ 3.2 The Architect shall provide Site Evaluation and Project Feasibility Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () in person meetings with the Owner or the Owner's consultants
- .2 () visits to the site by the Architect
- .3 () presentations of any portion of the Services to third parties as requested by the Owner
- .4 () preparation for, and attendance at, public hearings and meetings

§ 4.1 ~~The~~ Upon the Architect's written request, the Owner shall provide the Architect with information necessary to perform the Site Evaluation and Project Feasibility Services, which may include a program or other Owner-provided

information regarding the development objectives for the Project. ~~If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, or environmental consultant.~~

~~§ 4.2~~ Upon the Architect's written request, the Owner shall provide the Architect with any available previous studies, data, reports, surveys, or other documents which have a direct bearing on the Site Evaluation and Project Feasibility Services. ~~Services, provided such items are known to the Owner and within the Owner's control.~~

...

The maximum amount possible due and owing under this Agreement is the amount specified in this section 5.1.

~~§ 5.2~~ For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation.)~~

~~§ 5.3~~ Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus _____ percent (____%), or as otherwise stated below:

PAGE 5

None

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:07:36 ET on 02/14/2019 under Order No. 5814313271 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B203™ – 2017, Standard Form of Architect's Services: Site Evaluation and Project Feasibility, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

PUBLIC COMPLAINTS

GF
(LOCAL)

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

PUBLIC COMPLAINTS

GF
(LOCAL)

| | |
|--------------------------|---|
| Scheduling Conferences | The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence. |
| Response | At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's e-mail address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline. |
| Days | "Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one." |
| Representative | <p>"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p> |
| Consolidating Complaints | Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. |
| Untimely Filings | <p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p> |
| Costs Incurred | Each party shall pay its own costs incurred in the course of the complaint. |

PUBLIC COMPLAINTS

GF
(LOCAL)

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

PUBLIC COMPLAINTS

GF
(LOCAL)

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

PUBLIC COMPLAINTS

GF
(LOCAL)

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.