IMPORTANT: This Joint Venture Compliance Guidelines and Forms Packet must be completed only by respondents bidding as a Joint Venture.

Joint Venture respondents should not complete or submit the Small Business Office Competitive Sealed Proposal (CSP) Compliance Guidelines and Forms. Instead, respondents bidding as a Joint Venture must complete and submit this Joint Venture Compliance Guidelines and Forms Packet in its entirety, including all required forms, exhibits, agreements, and certification documentation.

Dear Respondent,

The Dallas Independent School District (Dallas ISD) Small Business Office requires all proposers electing to submit as a Joint Venture (JV) to complete and submit the enclosed Joint Venture Compliance Guidelines and Forms Packet in their entirety.

The information provided in this packet will be used as part of the Small Business Office evaluation process. Failure to complete, sign, date, and return all required forms will result in a score of zero for the SBE component of the evaluation.

Scoring Impact

- The Joint Venture Compliance Guidelines and Forms Packet carry a value of up to 20 total percentage points.
- Of these 20 points, up to five (5) points are awarded for Joint Venture criteria, which includes the required signed, dated, and notarized Mater Joint Venture Agreement and all supporting documentation.

Who Must Complete This Packet

This packet must be completed if:

- The proposer is submitting as a Joint Venture, and
- At least one JV partner is a certified Small Business Enterprise (SBE).

Required Organization of Your Submission

The Joint Venture Packet should be assembled in the exact order outlined in the checklist. All required certifications, agreements, and exhibits should be included in the designated locations. Only include the information and documentation specifically required in this packet.

Joint Venture Packet Submission Checklist

(Check each item before submission)

General Requirements (All Joint Ventures)

☐ Completed Joint Venture Compliance Guidelines and Forms
☐ All forms signed and dated by authorized representatives
☐ Bid / CSP Number and Company Name completed on each applicable page

Joint Venture Agreement & Certifications

☐ **Dallas ISD Master Joint Venture Agreement**

- Signed by all JV partners
- Dated and notarized
- No unapproved modifications
  (Any proposed changes must be clearly identified and submitted to the Small Business Office for approval)

☐ **SBE Certification Documentation**

- A copy of the applicable SBE certification for any certified JV partner, whether the Majority Partner or the SBE Partner is certified
- Certification must be issued by a Dallas ISD approved certification agency
- Placed immediately following the JV Compliance Guidelines and Forms
  (See Section 7 of the packet for approved certifications and certifying agencies)

Section Completion Requirements

Section 1. | Joint Venture Majority Partner

☐ Completed by the JV Majority Partner
☐ Two (2) SBE references provided
☐ Mentor Protégé Program question answered

Section 2. | Joint Venture Certified SBE Partner

☐ Completed by the Certified SBE JV Partner
☐ Two (2) SBE references provided
☐ Mentor Protégé Program question answered

Section 4. | Joint Venture Scoring Criteria (Up to 5 Points)

☐ **Exhibit A – SBE Joint Venture Partner Scope of Work**

- Clearly defined, distinct, measurable, and easily distinguishable portion of work assigned to each SBE Joint Venture Partner

☐ **Exhibit B – Project Staffing Plan**

- Staffing aligned with JV participation percentages
- Organizational chart or résumés included

☐ **Exhibit C – Financial and Bonding Documentation**

- Letter(s) from financial institution or bonding company
- Capacity proportional to each partner's JV percentage

Section 5. | Subcontractor Utilization & Reporting (If Applicable)

☐ Section 5, Page 8 – Subcontractor Utilization Question Completed
Will you use any certified or non-certified SBE subcontractors, subconsultants, or supplies as part of this proposal?

If Yes:

☐ Section 6, Page 8 – Subcontractor Compliance Reporting (B2G Now contact identified)
☐ Section 7, Page 10 – Subcontractor Listing completed
☐ SBE certificates included for each certified subcontractor listed

If No:

☐ Section 8, Page 11 – Good Faith Effort documentation completed and attached

Final Review Before Submission | JV Master Agreement Signed, Dated, Notarized

☐ All required sections completed
☐ All signatures and dates provided
☐ All required attachments included
☐ Packet assembled in correct order

Questions or Assistance

For questions regarding Joint Venture compliance or Small Business Enterprise requirements, please contact the Dallas ISD Small Business Office at:

Email: sbo-construction@dallasisd.org
Website: www.dallasisd.org/sbo | Phone: 972.925.7290

Important: During non-contact period all questions should be emailed to Procurement Services as instructed within the solicitation.

DALLAS INDEPENDENT SCHOOL DISTRICT | Small Business Office

Small Business Office Joint Venture (JV) Compliance Guidelines and Forms

The Joint Venture Compliance Guidelines and Forms are evaluated as part of the Small Business Enterprise (SBE) component and are worth up to twenty (20) total points. Of these 20 points, up to five (5) points are allocated specifically to the Joint Venture component, based on the information and exhibits provided in Section 4 (Page 6), including the required signed, dated, and notarized Dallas ISD Master Joint Venture Agreement and all supporting documentation.

A fillable version of these forms is located at www.dallasisd.org/sboforms

Bid Information					
Org. #		School Name			
Description		Bid #	1234	Bid Total	$

Joint Venture Company's Information					
Joint Venture Company Name	Test Company				
Joint Venture Tax ID #					
Joint Venture Address					
City		State		Zip	
Joint Venture Point of Contact		Phone			
Joint Venture Point of Contact Email					

Joint Venture Majority Partner's Information					
Company Name				JV % Split	%
Tax ID #		Contact Person			
Email		Phone			
Are you a certified SBE	☐ Yes ☐ No	Certification Number			
Certification Agency					
Certification Type	☐ 8(a)	☐ SDVOSB	☐ SBE	☐ VOSB	☐ WOSB
Bonding Capacity	$				

Joint Venture Certified SBE Partner's Information					
Company Name				JV % Split	%
Tax ID #		Contact Person			
Email		Phone			
Are you a certified SBE	☐ Yes ☐ No	Certification Number			
Certification Agency					
Certification Type	☐ 8(a)	☐ SDVOSB	☐ SBE	☐ VOSB	☐ WOSB
Bonding Capacity	$				

Required Signature

The undersigned authorized agent agrees that he/she has read and understands the Joint Venture Forms and the Dallas ISD Master Joint Venture (JV) Agreement and that all information is correct to the best of his/her knowledge. Sign and date below.

Signature		Date	

Failure to complete, sign, date and return these forms will result in a zero numerical SBE Score.
Last update 2.20.2026

This section must be completed by the Joint Venture Majority Partner.

The information provided will be used for evaluation purposes, including review of references and Mentor Protégé Program participation, if applicable.

Section 1. Joint Venture Majority Partner

The information provided below pertains to the company of the Joint Venture Majority Partner

Section A. SBE References

List two (2) SBE companies that have performed work for your company.

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Section B. Mentor Protégé Program

Does your company currently participate in a Mentor Protégé Program, as a mentor to an SBE Company?

☐ Yes

☐ No

If Yes, attach a signed, dated, and notarized copy of the Mentor Protégé Agreement, notarized minutes, and any supporting documents. It is the responsibility of the mentor to create and provide the agreement. The Mentor Protégé Agreement must be attached with your response.

This section must be completed by the Joint Venture SBE Partner.

The information provided will be used for evaluation purposes, including review of references and Mentor Protégé Program participation, if applicable.

Section 2. Joint Venture Certified SBE Partner

The information provided below pertains to the company of the Joint Venture SBE Partner

Section A. SBE References

List two (2) SBE companies that have performed work for your company.

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Company Name:	
Contact Person:	
Email:	
Phone Number:	
Project Name:	

Section B. Mentor Protégé Program

Does your company currently participate in a Mentor Protégé Program, as a mentor to an SBE Company?

☐ Yes

☐ No

If Yes, attach a signed, dated, and notarized copy of the Mentor Protégé Agreement, notarized minutes, and any supporting documents. It is the responsibility of the mentor to create and provide the agreement. The Mentor Protégé Agreement must be attached with your response.

Section 3. Dallas ISD Small Business Office Joint Venture Program Summary

Objective:

To promote the development and growth of Small Business Enterprises (SBEs) by encouraging partnerships that deliver the best combination of performance, cost, and service to the district.

Definition of a Joint Venture (JV):

A JV is an association of two or more companies, including at least one certified SBE, forming a new entity to perform on district contracts.

Key Requirements:

- All JVs must use the Dallas ISD Master Joint Venture Agreement (attached), which must be signed, dated, and notarized by all JV partners.
- The JV arrangement does not replace the prime contractor's responsibility to meet Small Business Office (SBO) program requirements, including SBE participation goals.
- If the majority joint venture partner is an SBE, the joint venture should still adhere with SBE subcontractor participation goals.
- Failure to comply with JV Agreement terms may result in the JV being deemed non-responsive and receiving no evaluation points.

Eligibility and Evaluation:

JV participants must demonstrate eligibility under Board Policy (CH) and (CV) Local.
The district will assess both the majority joint venture partner and the certified Small Business Enterprise (SBE) capability and realism to complete the project based on:

- Number of employees
- Relevant experience
- Available resources
- Ability to perform specified work

At least one JV partner must be a certified Small Business Enterprise.

Up to 5 points are available for Joint Venture criteria or component as part of the SBE evaluation, based on the Joint Venture Scoring Analysis and required exhibits outlined in Section 4, Page 6.

Financial Requirements:

The certified SBE partner must have the experience and bonding capacity necessary for their percentage of the work.

Joint Venture partners may:

Provide co-surety bonds for the joint venture proportionate to their ownership share.

Section 3. Dallas ISD Small Business Office Joint Venture Program Summary - Continued

Banking Requirements:

A separate bank account must be established in the name of the Joint Venture.

Withdrawals must require:

- Signatures from authorized representatives of each party, or
- Documented electronic approval by authorized representatives.

Proposal Submission:

- Submit a signed, dated, and notarized Dallas ISD Master Joint Venture Agreement.
- Any modifications to the Dallas ISD Master Joint Venture Agreement must be submitted to the Small Business Office for approval. All proposed changes must be clearly identified and highlighted. Changes can be submitted prior to the bid closing date or at the time of submission.

Required SBE Certification Documentation (All JV Partners):

All Joint Ventures must include a copy of the applicable SBE Certification for any partner that is certified whether the Majority Partner or the SBE Partner. A copy of the certificate must be included in the packet immediately following the JV compliance guidelines and forms. See Page 9 for a list of approved SBE certifications and certifying agencies.

Section 4. Dallas ISD Small Business Office Joint Venture Scoring Analysis

Joint Venture Scoring Point Allocation Explanation

Exhibit A. SBE Joint Venture Partner Scope of Work **Up to 3 points**

- Does this exhibit clearly identify the distinct, measurable, and easily distinguishable portion of work assigned to each SBE Joint Venture Partner?
- Ensure that each partner's work is separate, independent, significant, and meaningful.
- The scope of work must be clear, distinguishable, and non-overlapping between partners.
- Specify the nature of the work assigned to each partner, including:
    1. Specific tasks and responsibilities
    2. Expected deliverables
    3. Any relevant timelines or milestones
- Provide enough detail to demonstrate that each SBE partner has a meaningful and substantive role in the project.

Exhibit B. Project Staffing Plan **Up to 1 point**

- Provide a staffing plan based on the established participation percentages for each SBE joint venture partner.
- Clearly indicate the number of employees each partner will contribute to the project.
- Include a project organizational chart that shows reporting relationships and roles assigned to each SBE partner's staff; or
- Submit a resumé for each key personnel member, which should include:
    1. Length of employment with their current company
    2. Time served in their current role(s)
    3. Relevant experience within the industry

Exhibit C. Financial and Bonding Information **Up to 1 point**

- Provide a letter from a financial institution or bonding surety company verifying the financial strength or bonding capacity of each SBE joint venture partner.
- The letter must clearly substantiate each partner's financial ability to perform their share of the work.
- The financial or bonding support must be commensurate with each SBE partner's percentage of participation in the joint venture.
- A separate letter must be provided for each SBE partner, or a joint letter that distinctly addresses each partner's share and capacity.

Total possible points **Up to 5 points**

CSP Scoring Criteria. The scoring criteria provides guidance on how your submission will be evaluated by the Small Business Office (SBO). Scores are based on the information provided in the compliance guidelines and forms. All master agreements must be signed by all parties and notarized.

A.	**SBE Enhancements and Capacity Building**	**Up to 3 Points**
The proposer demonstrates commitment to the district's Small Business Enterprise (SBE) Program by implementing processes and initiatives that support and build SBE capacity. Responses should describe current strategies and activities that promote SBE growth, development, and long-term participation in district contracts, with supporting documentation provided. Examples may include, but are not limited to: ▪ Expedited payments to SBEs to support cash flow ▪ Business development programs, such as coaching, mentoring, or mentor-protégé partnerships ▪ Early release of retainage to assist SBEs with project sustainability ▪ Expanding opportunities for certified subcontractors, particularly firms that have not conducted business with the district within the past five (5) years ▪ Outreach activities designed to strengthen SBE engagement, such as workshops, trainings, networking sessions, or one-on-one consultations		
B.	**SBE References**	**Up to 2 Points**
The proposer has provided a list of two (2) SBE subcontractor references (*not required to be certified*) that have previously performed work for them. Please provide the most current information. Only two (2) attempts will be made to contact each reference. Section A, Page 2 and Section A, Page 3		
C.	**Certified SBE | Joint Venture /Prime Subcontractor Teaming Agreement**	**Up to 5 Points**
▪ The proposer is a certified SBE; **or** ▪ The proposer has submitted a signed, dated & notarized Dallas ISD Master Joint Venture Agreement **or** Dallas ISD Master Prime Subcontractor Teaming Agreement with a certified SBE		
D.	**SBE Subcontractor Utilization**	**Up to 5 Points**
▪ Proposer has provided a list of certified SBE subcontractors, subconsultants, or suppliers that will be utilized to meet or exceed the district's aspirational SBE goal of 30% for goods, services and construction. Section 7, Page 10 **or** ▪ Good Faith Effort. Proposer has demonstrated a bona fide good faith effort to engage certified SBEs toward the 30% aspirational goal. Section 8, Page 11		
E.	**SBE Participation Plan**	**Up to 5 Points**
Proposers intending to utilize SBE-certified subcontractors to meet the district's Small Business Enterprise participation goals may submit a detailed SBE Participation Plan. This plan should demonstrate your company's commitment to meaningful utilization of SBEs and provide clear procedures for oversight, compliance, and accountability. The plan should address how you will implement the following: ▪ Engage and collaborate with your proposed SBE-certified subcontractors ▪ Identify the individual responsible for SBE compliance and oversight ▪ Ensure that all proposed subcontractors are utilized as committed ▪ Meet or exceed your proposed SBE commitment ▪ Obtain approval from the Small Business Office prior to making any changes. ▪ Submit proof of certified SBE subcontractor payments in B2G ***Note: A Change of Subcontractor Form may be found at www.dallasisd.org/sboforms***		
Total Possible Points		**Up to 20 Points**

Failure to complete, sign, date and return these forms will result in a zero numerical SBE Score.
Last update 2.20.2026

Small Business Enterprise Program

It is the district's goal to foster the participation of small business enterprises in all facets of the district's contracting and purchasing activities. The district's aspirational small business enterprise (SBE) goal is 30% of the total dollar value of all district contracts for goods, services, and construction. For bond-funded contracts, the district's aspirational SBE goal for construction is 30% and 35% for professional services.

Pursuant to Section 3 of the Small Business Act and Small Business Administration Regulations (13 CFR Part 121), a small business enterprise is defined as a for-profit business that is independently owned and operated and meets the size standards set by the U.S. Small Business Administration (SBA).

For more details, including SBA size standards, please visit the Small Business Office website: www.dallasisd.org/sbo.

Section 5. Subcontractor Utilization

Will you use any Certified or Non-Certified SBE subcontractors, subconsultants, or suppliers as part of this proposal?

☐ Yes, complete Section 6 and Section 7, Pages 8 and 10
☐ No, complete Section 8, Page 11

Section 6. Subcontractor Compliance Reporting

The Small Business Office utilizes B2G Now, a Contract Compliance System, to monitor monthly compliance reporting. Please identify the individual responsible for entering and maintaining subcontractor payment information in the B2G Now system and who is knowledgeable about Small Business Enterprise (SBE) utilization for this project.

Contact Person:	
Title:	
Email:	
Phone:	

Section 7. Subcontractor Listing

List Certified and Non-Certified SBE subcontractors, suppliers, sub consultants, or sole proprietors to be utilized in this bid/proposal. Only Certified SBE subcontractors, suppliers, subconsultants, or sole proprietors will be counted towards the SBE goal. A copy of the certificate must be included in the packet immediately following the JV compliance guidelines and forms. A listing of approved certification agencies is provided on the following page (Page 9).

Need to include more subcontractors? You may make copies of Page 10 or complete a Subcontractor Utilization Listing Form, available at www.dallasisd.org/sboforms

Approved SBE Certifications and Certification Agencies

Dallas ISD recognizes the following certification types and certification agencies for purposes of Small Business Enterprise (SBE) participation. Only certifications issued by the agencies listed below, and in the approved certification categories identified, will be accepted toward meeting the SBE goal. Certifications must be current and valid at the time of proposal submission.

It is the responsibility of the prime vendor to verify the status of all subcontractor certifications prior to submission.

Approved Certifications:

- 8(a) Certification
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Small Business Enterprise (SBE)
- Veteran-Owned Small Business (VOSB)
- Woman-Owned Small Business (WOSB)

Approved Certification Agencies:

- Cherokee Tribal Employment Rights Office
- Chickasaw Nation
- Choctaw Nation of Oklahoma
- City of Austin
- City of Houston
- Corpus Christi Regional Transportation Authority
- Dallas/Fort Worth Business Council
- Muscogee Nation
- National Supplier Development Council
- North Central Texas Regional Certification Agency
- Small Business Administration
- South Central Texas Regional Certification Agency
- Texas Department of Transportation
- Texas Comptroller of Public Accounts
- Women's Business Council Southwest
- Women's Business Enterprise National Council

Certifications that are expired, pending, or issued by agencies not listed above will not be accepted for credit toward the SBE goal.

Section 7. Subcontractor Listing Continued

Subcontractor/Supplier Information | Complete All Fields Below							
Company's Name							
Address							
City			State		Zip		
Contact's Name	First Name		Last Name				
Phone		Email					
SBE	☐ 8(a) ☐ SDVOSB ☐ SBE ☐ VOSB ☐ WOSB		Certified SBE	☐ Yes ☐ No			
Certification Agency			Certification #				
Scope of Work							
Contract Amount	$				SBE %	%	

Subcontractor/Supplier Information | Complete All Fields Below							
Company's Name							
Address							
City			State		Zip		
Contact's Name	First Name		Last Name				
Phone		Email					
SBE	☐ 8(a) ☐ SDVOSB ☐ SBE ☐ VOSB ☐ WOSB		Certified SBE	☐ Yes ☐ No			
Certification Agency			Certification #				
Scope of Work							
Contract Amount	$				SBE %	%	

Subcontractor/Supplier Information | Complete All Fields Below							
Company's Name							
Address							
City			State		Zip		
Contact's Name	First Name		Last Name				
Phone		Email					
SBE	☐ 8(a) ☐ SDVOSB ☐ SBE ☐ VOSB ☐ WOSB		Certified SBE	☐ Yes ☐ No			
Certification Agency			Certification #				
Scope of Work							
Contract Amount	$				SBE %	%	

Section 8. Good Faith Effort

Vendors are not required to submit Good Faith Effort documentation if certified SBE subcontractors are listed in Section 7, Page 10 of these forms.

The Good Faith Effort (GFE) Program provides an opportunity for prime vendors who plan to use only non-certified SBE subcontractors to demonstrate their collaborative efforts to engage and include Small Business Enterprises (SBEs) in the project.

To qualify, the vendor must show that a reasonable and comprehensive effort was made to identify, solicit, and engage qualified SBE subcontractors. The submission should include sufficient documentation supporting these efforts, such as outreach records, communications, or other engagement activities.

The GFE criteria allows Dallas ISD to determine whether a prime vendor has made a bona fide good faith effort to meet SBE aspirational goals. Vendors who do not demonstrate a good faith effort may forfeit up to 5 points, as outlined in Scoring Criteria Section D, Page 7 of these forms.

For additional explanation view the Good Faith Elements and Required Documentation form by visiting www.dallasisd.org/sboforms.

The good faith elements and point assignments are:

Good Faith Element	**Points**
Advertising and marketing opportunities to SBEs	5 Points
Providing outreach opportunity to identify qualified SBEs	15 Points
Participating in the pre-bid meeting to engage potential SBE subcontractors	5 Points
Providing timely written notice to qualified SBEs at least two weeks before bid opening	30 Points
Providing sufficient time for SBEs to prepare and submit competitive bids	10 Points
Soliciting work scopes that are feasible for SBEs to perform	10 Points
Negotiating in good faith with qualified SBEs	15 Points
Offering help with financing, bonding, insurance, certification, or mentoring to SBEs	10 Points
Total	**100 Points**

Section 9. Online Resources

The following forms and information can be found by visiting www.dallasisd.org/sboforms

- Certified SBE Listing Request Form
- Change of Subcontractor Form
- Dallas ISD Master Joint Venture Agreement
- Dallas ISD Master Prime-Subcontractor Teaming Agreement
- Frequently Asked Questions (FAQ)
- Good Faith Effort Explanation and Required Documentation
- Instructions on Completing the SBE Forms
- Letter of Intent to Subcontract Form *(to be submitted after contract is awarded)*
- Pay Activity Report (PAR) *(to be submitted after contract is awarded)*
- SBE Compliance Guidelines and Forms for Goods and Services - Fillable
- Subcontractor Utilization Listing Form (Section 3)

DALLAS INDEPENDENT SCHOOL DISTRICT

Dallas ISD Master Joint Venture Agreement

The Dallas ISD Master Joint Venture Agreement must be signed, dated, and notarized by all JV partners.

JOINT VENTURE AGREEMENT

BY AND BETWEEN

_____

AND

_____

AS

_____**, a Joint Venture JV**

FOR

Dallas Independent School District

_____

JOINT VENTURE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between _____Inc. ("NAME"), a _____ ("STATE") corporation, whose business address is _____ ,_____ ("CITY") , _____ ("STATE") _____ ("ZIP"); and _____, Inc. ("NAME"), a _____("STATE") corporation, whose business address is_____, _____ ("CITY") , _____ ("STATE") _____ ("ZIP"), hereinafter referred to individually as a "Party" or collectively as the "Parties". The name of the Joint Venture shall be called _____. All business of the Joint Venture shall be conducted under this name.

Recitals

A. The Parties have agreed to enter into a joint venture for the purpose of submitting a proposal, bid, solicitation or otherwise (the "Proposal") to provide owners representative services or work to the Dallas Independent School District in response to Bid/RFP/RFQ No._____ entitled _____ (the "Solicitation"), which to the extent the Proposal is successful, will result in a contract with the Owner.

B. The Parties desire to enter into this Agreement to fix and define between themselves their respective interests and responsibilities for the purposes of providing the requisite Services, Work, or both.

C. The Parties affirm and agree that they shall participate in the preparation of the Proposal and pursue the Contract with each other, that no Party shall submit a competitive proposal or otherwise seek the award of the Contract contemplated herein either alone or with others without notice to the Parties to this Agreement and entering into a Non-Disclosure Agreement, and in reliance thereon have entered into this Agreement.

D. The Parties agree and affirm to register the Joint Venture with the State and forward the Certificate of Filing and Tax Identification Number to the Dallas Independent School District, if the Joint Venture is awarded a Project with the Owner.

E. The Parties affirm and agree the joint venture participation split represented in this Agreement and no employee or former employee [of less than one year], relative, affiliate or subsidiary company is listed or included as a joint venture partner.

F. In the event the Parties agree to pursue other Dallas ISD projects as a joint venture, they will enter into an addendum to this Agreement, subject to District approval, identifying that project and any modified terms of this Agreement, if any, in connection with the pursuit or award of same.

G. The Parties affirm and represent that the Small Business Enterprise ("SBE") meets the size standards of the Small Business Administration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

Agreement

Article 1: Definitions and Interpretation

1.1 Capitalized terms used in this Agreement shall have the meaning set forth below or as defined elsewhere in this Agreement.

1.1.1 "Agreement" means this document.

1.2

1.2.1 "Managing Business Party" the Joint venture partner designated to provide the accounting and financial services, on behalf of the Joint Venture required to reflect the conduct of the Joint Venture's affairs

1.2.2 "Owner" means Dallas Independent School District.

1.2.3 "Contract" means any contract (together with any amendments, supplements or modifications thereto) awarded to the Joint Venture by the Owner for the performance of the Services, Work, or both, for the Project

1.2.4 "Deputy Project Manager" means the individual specifically designated pursuant to Article 3 of and charged with assisting the Project manager and Senior Project manager in the overall responsibility to direct the Joint Venture's performance under the Contract.

1.2.5 "IRC" means the Internal Revenue Code of 1986 as amended as of the date of this contract.

1.2.6 "Joint Venture" means an association between_____, Inc., and _____, Inc. engaged in a solitary business enterprise for profit.

1.2.7 "Management Committee" means the group formed pursuant to Article 4 as the final authority of the Joint Venture and having the powers and duties as provided herein.

1.2.8 "Project" means the "DALLAS ISD" Construction" project the subject of the solicitation.

1.2.9 "Project Manager" or "Senior Project Manager" means the individual specifically designated pursuant to Article 3 of and charged with overall responsibility to direct the Joint Venture's performance under the Contract.

1.2.10 "Proposal" means the proposal(s) submitted by the Joint Venture to the Owner to secure the award of the Contract for the Project. The Proposal shall include, but not limited to, all pursuit efforts, including any presentation or other interview. The term "Proposal" does not include task order specific proposals.

1.2.11 "Services" or "Work" means services or work under the Contract to be performed by the Joint Venture in furtherance of the Project.

1.2.12 "Small Business Enterprise" or "SBE" means a business that has been certified to meet specific size and ownership criteria of the Small Business Administration.

1.2.13 "Task Order Contract" means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract. 1.2. Terms importing the singular include the plural and vice versa where the context requires.

1.3. The headings used in this Agreement are included for ease of reference only and shall not affect the construction or interpretation hereof.

Article 2: Association of the Parties

2.1 Formation. The Parties hereby agree to form the Joint Venture pursuant to the provisions hereof for the limited purpose and scope set forth in this Agreement. The Parties hereby further agree to perform the Joint Venture's responsibilities and obligations as an integrated team, providing staffing (including key personnel) and resources generally in proportion to their respective interests in the Joint Venture as set forth in Article 5.

2.2 Purpose. This Joint Venture is entered into solely for the purpose of submitting the Proposal and, if the Contract is awarded to the Joint Venture, the performance of the Services, Work, or both, as identified in the Solicitation. The Parties agree that the Joint Venture is a temporary association and that it will not place any limitation or liability on the Parties beyond the specific undertakings contained in this Agreement.

2.3 Name. The Joint Venture shall operate under the name _____, a Joint Venture.

2.4 Duration. The Joint Venture will continue until dissolved in accordance with this Agreement. Subject to the foregoing, the Joint Venture shall:

2.4.1 dissolve automatically (i) should the Parties fail to agree as to the form, terms or conditions of the Proposal, (ii) if the Project is cancelled prior to award, or (iii) if the Contract is not awarded to the Joint Venture, but only after any challenge to the award of the Contract, by administrative protest or litigation (or appeal of a decision on such protest or litigation), is fully concluded without an award of the Contract to the Joint Venture, or

2.4.2 if awarded the Contract, be dissolved upon completion of all Services, Work, or both, required to be performed under the Contract, receipt of full payment of all sums for which the Joint Venture is entitled under the Contract, the settlement of all disputes and final accounting, and the expiration of all warranties and all other obligations arising in connection with the Contract.

2.43 if awarded the Contract, the Joint Venture shall not be dissolved, without thirty (30) days written notice and the prior written consent of the Dallas Independent School District

2.5 In the event the Contract is terminated, the Joint Venture shall conclude its affairs in an orderly manner at the earliest practicable date, subject to the requirements of Section 2.4 above. However, should the Services, Work, or both, be only suspended, the Joint Venture shall remain in effect during the period of such suspension.

2.6 The Parties agree that they shall cause the Joint Venture to sign the Contract promptly upon its being tendered for signature in a form mutually agreed upon by the Parties and the Owner.

2.7 Scope of Services or Work. The Services, Work, or both, to be performed by the Joint Venture shall generally be of the type and nature described in Exhibit A.

Article 3: Operation of the Joint Venture

3.1 If required by applicable law or regulation, the Joint Venture shall be registered and licensed as a business in the jurisdiction where the Joint Venture's principal office is located.

3.2 The principal business address of the Joint Venture shall be _____.

Services may be performed in the Owner's offices, in the Joint Venture office, in the respective offices of the Parties or DALLAS ISD as authorized, at the project site or at such locations as the

Parties may mutually agree upon.

3.3 All correspondence from the Owner regarding the Contract shall be sent to the Project Manager and/or _____ at the principal business address of the Joint Venture, with a copy provided to each of the Joint Venture members.

3.4 Initial Proposal Effort. Each Party will participate in preparing the Proposal required for the Contract under the direction of the Project Manager. Each Party will bear its own labor and travel costs associated with this effort. Third party direct costs for expenses and other services such as video imaging, photography, document development, technical writing and editing, graphics, printing, and reproduction, as well as any specialty sub-consultant services, shall be shared between the Parties in proportion to each Party's Agreed Percentage of Participation as specified in Article 5; provided, however, that all Parties must pre-authorize any such expenditure.

3.5 Integrated Services. During the construction and pre-construction phase of the project, the Parties intend to perform the Services as an integrated organization with each Party providing competent personnel to the Joint Venture consistent with the staffing resource plan set forth in Exhibit B and as necessary to enable the Joint Venture to successfully perform the Services, Work, or both, in accordance with the terms of the Contract. In addition, and at the direction of the Management Committee, Services may be performed, in whole or in part, by consultants retained by the Joint Venture, one or more of the Parties, or both, and Work may be performed, in whole or in part, by subcontractors retained by the Joint Venture, one or more of the Parties, or both. Notwithstanding the foregoing, personnel assigned to the Joint Venture shall remain on the payroll of the assigning Party. The staffing resource plan may be amended from time to time as may be deemed necessary by the Management Committee. A Party may not remove from the Project or reassign to another project any "key personnel" listed on Exhibit B without the prior consent of the Management Committee and notice to the Director of the SBE Department or his/her designee within five (5) business days from the date of removal or reassignment.

3.6 Subject to the limitation noted above with respect to key personnel, in the event that an individual assigned to the Project is unable or unwilling to perform the Services, the Work, or both, in a professional and timely manner, or if the Owner directs the Joint Venture to remove a particular individual from the Project, or if the Project Manager, in the good faith exercise of his/her discretion, determines that an individual should be removed from the Project, then the assigning Party shall replace such individual with a qualified employee reasonably acceptable to the Management Committee and, if applicable, the Owner. If the assigning Party cannot furnish a qualified substitute candidate within a reasonable period of time after the vacancy arises, then the vacancy shall be filled by an individual employed by the other Party.

3.7 Project Manager. Subject to the authority of the Management Committee and any limitations set forth herein, the Project Manager is the individual charged with responsibility to direct the Joint Venture's performance under the Contract. Subject to Owner approval (if required), _____ shall serve as the Project Manager during the term of the Contract, subject to the continuing approval of the Management Committee. If this individual, as determined by the Owner or the unanimous consent of the Management Committee, is unable to satisfactorily perform his duties as Project Manager, the Management Committee will nominate an employee of _____- to serve as the successor Project Manager. In performing his duties, the Project Manager shall treat both Parties fairly and shall not discriminate in favor of either Party.

3.8 In addition to the other duties set forth herein, the Project Manager is to:

3.8.1 Serve as the primary interface between the Joint Venture and the Owner;

3.8.2 Ensure compliance with the DALLAS ISD SBE Program requirements

3.8.3 Submit Change Orders to the Owner;

3.8.4 Monitor compliance with the SBE size standards;

3.8.5 Report monthly, or as requested, to the Management Committee;

3.8.6 Oversee the Services, Work, or both, of the Joint Venture;

3.8.7 Prepare and maintain Project schedules;

3.8.8 Consult and confer with the Deputy Project Manager; and

3.8.9 Perform such additional duties as directed by the Management Committee.

3.9 Deputy Project Manager. The Deputy Project Manager shall be designated by the SBE partner and will support and assist the Project Manager in the performance of his/her duties as set forth above. Subject to Owner approval (if required), _____ shall serve as the Deputy Project Manager during the term of the Contract, subject to the continuing approval of the Management Committee. If this individual, as determined by the Owner or the unanimous consent of the Management Committee, is unable to satisfactorily perform his duties as Deputy Project, the SBE Partner shall designate a substitute SBE Deputy Project Manager.

3.10 The Management Committee will review the selection and confirm the SBE Joint Venture Partner's employee to serve as the successor Deputy Project Manager.

Article 4: Joint Venture Organization

4.1 _____shall be responsible for the fiscal and administrative tasks of managing the business operations of the Joint Venture (the "Managing Business Party") and shall appoint an individual responsible for these tasks. As the Managing Business Party, _____will appoint one of its Management Committee Members to act in the role of Chairperson of the Management Committee commencing on the effective date of this Agreement.

4.2 The Project Management Committee ("Management Committee") will be comprised of two or three (☐) representative from _____, and one (☐) representative from_____. The Parties individual representatives designated to comprise the Management Committee are referred to herein as the primary representative(s). The Managing Business Party shall designate an individual on the Committee as the Chairperson to manage the administrative and management functions of the Committee. In addition to its primary representatives or representative, each Party shall also name an alternative representative for its primary representatives or representative. A Party's alternative representative shall act in the capacity of its primary representative should its primary representative be unable to fulfill his or her duties as described herein. If not identified below, representatives shall be designated within thirty (30) days of the date of this Agreement by written notice to the other Party. A Party may change its designated representative(s) or alternate representative upon ten (10) days written notice to the other Party. No proxies shall be permitted. Each Party's designated primary and alternate representative(s) shall have full power and authority to act for and on behalf of the Party so appointing them with respects to all matters coming before the Management Committee.

4.3 Meetings of the Management Committee shall not be held unless each Party is represented. If the Parties representatives are not all available, the meeting shall stand adjourned and will be re-scheduled to the next earliest date acceptable to all Parties. While the Management Committee will always attempt to meet in person, telephonic or electronic online meetings shall be allowed. The Parties shall endeavor to provide five (5) days written notice to each Party of scheduled meetings (in person, online or by telephone), except in the event of an emergency or immediate need. A Party's refusal or repeated failure to attend any scheduled Management Committee meeting shall at the other Party's sole discretion, constitute of default under this Agreement subject to the review and approval of the

SBE Director or his/her designee.

4.4 _____representative(s) shall each have one (1) vote on matters coming before the Management Committee. The primary representative(s) from _____shall each have one (1) vote each on matters coming before the Management Committee. A vote shall not be taken until each representative of a Party has communicated its position and expressed its questions, concerns, approval or disapproval of a matter. Each party agrees to work collaboratively to make decisions and solve problems in the best interest of the Joint Venture. In the event the Management Committee members cannot reach a unanimous decision on the business and operational matter(s) at hand requiring a Management Committee vote or resolution, the Chairperson will make the decision as majority partner, taking into account the risks and financial impacts to all parties and the Joint Venture. The final decision is applicable for all matters except for scope changes made by the Owner or settlement of claims and disputes. In these cases, if the Management Committee cannot develop a mutually agreeable solution, they shall submit any dispute to the Chief Executive Officer of the Joint Venture partners as provided for in Article 16. If, in the Project Manager's good faith judgment, immediate action is required in order to meet the Joint Venture's obligations under the Contract, the Project Manager may act without waiting for the resolution of the dispute,

subject to written notice and each Party's reservation of their respective right to seek recovery for the financial consequences arising from such action pending final resolution of the dispute. If any Party is in default (as defined in Article 12) under this Agreement, during the time of such default, its representative(s) shall not vote upon any issue, and such representative(s) shall not be included in the computation of eligible votes. Within one week of the Management Committee meeting, written meeting minutes regarding items discussed and actions taken at the meeting shall be prepared and distributed by the Chairperson of the Management Committee.

4.5 The Project Management Committee shall meet with the Project Manager or Senior Project Manager) and the Deputy Project Manager or Assistant Project Manager (and other project staff as mutually agreed upon by the Management Committee) quarterly or more frequently if deemed necessary.

4.6 The Project Manager shall have authority to conduct the business of the Joint Venture in accordance with the terms of this Agreement, but shall not have authority to, and shall not directly or indirectly without the unanimous consent and prior written approval of the Management Committee:

4.6.1. Enter into on behalf of the Joint Venture any third-party contractual arrangements or cause the Joint Venture to assume, incur, or become liable for any other obligations;

4.6.2. Make any investment in any other person or entity; make loans or guarantees, or otherwise extend or pledge credit to others;

4.6.3. Confess any judgment against the Joint Venture or compromise any debt due the Joint Venture except upon receipt of full payment;

4.6.4. Make any election for the Joint Venture under the then-current Internal Revenue Code, as amended, or any other applicable income tax legislation from time to time in force;

4.6.5 Commence any claim against the Owner with respect to amounts due under the Contract;

4.6.6 Commence any litigation; defend any action or claim against the Joint Venture by a third party; appeal any judgment or decision; or settle any litigation, action or claim to which the Joint Venture is a party;

4.6.7 Cause to be organized or acquired in whole or in part by the Joint Venture any corporation to carry out any activities of the Joint Venture; or

4.6.8 Exercise any of the authority vested in the Management Committee pursuant to Section 4.9 below.

4.7 In case it is necessary to settle a matter prior to the next scheduled or specially called meeting, the representatives may agree on a decision by notice to each other in accordance with the provisions of Article 23. Such decision will be included in the minutes of the next meeting of the Management Committee.

4.8 The representatives shall be deemed to be acting on behalf of his or her respective Party and no representative shall be liable to the Parties by reason of his or her actions as a member of the Management Committee, except where such representative's action constitutes gross negligence or actual fraudulent or dishonest conduct.

4.9 The Management Committee may delegate, in writing, such of its responsibilities and duties as it deems appropriate to the Project Manager, Senior Project Manager or the Managing Business Party, except that the Management Committee must act, *inter alia*, on the following matters of major consequence:

4.9.1 Timing and amount of distribution of Joint Venture profits and the Management Committee's right to demand additional cash reserves to cover potential losses;

4.9.2 The payment of the SBE's labor expenses shall not be considered a payment of Joint Venture profits during the course of the project;

4.9.3 Amount of revenue reserves, cash reserves, and contingent cost reserves to be retained by the Joint Venture;

4.9.4 Voluntary liquidation of the Joint Venture;

4.9.5 Third Party contractual arrangements or the incurring of other obligations in excess of $10,000 by or on behalf of the Joint Venture;

4.9.6 Designation of a successor Project Manager or Deputy Project Manager;

4.9.7 Resolution of a dispute first referred to the Management Committee pursuant to the provisions of Article 16;

4.9.8 Review and approve all contractual transactions between the Parties (and their affiliates) and the Joint Venture; and

4.9.9 Take such other action and exercise such other authority as the Management Committee deems necessary to cause the Joint Venture to achieve its purposes consistent with good business practices and in compliance with all applicable laws and regulations.

4.10 The Joint Venture shall not have employees. The Parties shall provide all necessary personnel. A Party, at its own cost and expense, may retain necessary staff on an independent consultant basis to meet its personnel needs.

Article 5: Interests of the Parties

5.1 Except to the extent that this Agreement expressly provides to the contrary, the interests of the Parties in (i) any and all gains, losses, and liabilities that may result from the performance of the Contract or the Agreement, or both, (ii) any and all property, equipment, and other assets acquired by the Joint Venture, and (iii) any and all monies received in connection with the Contract, shall be determined proportionately in accordance with the Party's Agreed Percentage of Participation as set forth below.

Agreed Percentage of Participation

_____ _____%

_____ _____%

_____ _____%

5.2 The Parties acknowledge and agree that all liabilities and risks associated with the Project shall be shared pro rata according to the Agreed Percentage of Participation unless otherwise provided for herein. The SBE Joint Venture partners proportionate share in the ownership shall be commensurate with their capital contribution, control, management, risks and ownership interest. For the avoidance of doubt, a Party's profits and losses arising out of the performance of self-performed subcontracting services, work, or both, for which it is responsible under this Agreement shall not be considered profits and losses of the Joint Venture.

5.3 The Parties shall appoint a Project Manager or Senior Project Manager to maintain and oversee the day to day work under the Contract. The Parties shall jointly select any necessary additional Project Managers, the Assistant Project Manager (the "APM") and/or Superintendents. The selected Project Managers and Superintendents shall be available at the Project site daily to supervise the work under the Contract. The SBE Joint Venture Partner shall be assigned staff under the Contract in proportionate share of their respective ownership interest in the Joint venture. The Project manager shall submit the final staffing matrix confirming compliance with this section including all Project managers, Assistant Project managers and Superintendents to DALLAS ISD's SBE office within 30 days of the Notice to Proceed.

5.4 The clear and distinct portion of the Scope of Work to be performed by _____, the SBE Joint Venture partner and the estimated value of those services commensurate with the percentage ownership interest is as follows:

A detailed delineation of the Joint Ventures duties is outlined in Exhibit "A".

[Please note that if the SBE's scope of work is described as "participate in", "advise about", "assist in" or "consult", the work shall not be considered distinct or clearly defined for the purpose of analyzing the joint venture participation]

Article 6: Execution of Bonding and/or Guarantees

6.1 Each of the Parties agrees to execute all applications and indemnity agreements required by its sureties upon any bond or bonds required in connection with the Proposal and/or the Contract. Failure of a Party to execute any documentation necessary to effectuate the intent of this Article 6 shall constitute a default in accordance with Article 12 and entitle the non-Defaulting Party(ies) to appropriate relief as provided therein.

6.2 The Joint Venture partner(s) may provide co-surety bond or bonds in proportionate percentage to their ownership in the Joint Venture and to other Parties are applicable in a form acceptable to the Owner. The Joint Venture may also provide in a form acceptable to the Owner any bond or bonds in the name of the Joint Venture in lieu of the co-surety arrangement; provide an Up Front Joint Agreement (SAA Form #1), and an executed copy of the indemnity agreement signed by all of the Parties associated with the SAA Form #1.

Article 7: Working Capital

7.1 All necessary working capital, when and as required for the performance and prosecution of the Contract or operation of the Joint Venture as determined by the Project Manager and approved by the Management Committee, shall be furnished by the Parties in a timely manner and proportionately in accordance with their respective interests as set forth in Article 5. Each of the Parties recognizes that the

failure of any Party to contribute its full proportionate share of working capital will have serious adverse consequences for the Joint Venture and imposes an unfair burden upon the other Party(ies). As to such working capital contribution, each of the Parties waives any rights of set-off it might otherwise possess and agrees to make the working capital contributions without set-off or deduction of any type. If any Party borrows funds to meet its obligation hereunder, such borrowing shall be the sole and separate obligation of the Party and shall not be the debt or obligation of the Joint Venture. No Party or its representatives shall have the power to pledge the credit of any other Party.

7.2 Any capital contributions requested by the Project Manager from the Parties shall be subject to the approval of the Management Committee. If such request is approved, the Management Committee shall give written approval thereof, with the manner of computation, to each Party. If, within thirty (30) days of receipt of such notice, either Party fails or is unable to provide its proportionate share of the funds required by the Joint Venture, such non-contributing Party shall be in default of this Agreement. In the event the non-contributing Party fails to cure its default within seven (7) days of the date of receipt of notice, the contributing Party shall be reimbursed from any profit due the non-contributing Party for the total amount of the funds contributed, but the ownership interest of the Joint Venture shall not be adjusted or changed unless the non-contributing Party is determined to be in default and fails to cure. The Management Committee has the discretion to waive a default under this Section.

7.3 Any notice of default shall forwarded in writing to the SBE Department and any change in the ownership of the Joint Venture shall also be reported in writing.

Article 8: Books and Records, Accounting and Bank Accounts

8.1 Books and Records. The Parties acknowledge and agree that _____ will be the Managing Business Party and will provide at no additional costs the accounting and financial services required of the Joint Venture as approved and determined by the Management Committee. The Managing Business Party, on behalf of the Joint Venture, shall keep proper books, records and accounts in which full, true and correct entries will be made of its transactions, on an accrual basis, in accordance with generally accepted accounting principles, showing all costs, expenditures, sales, receipts, assets and liabilities, and profits and losses of the Joint Venture, and all other records required appropriately to reflect the conduct of the Joint Venture's affairs and the distributions provided for in Article 5. Each of the Parties shall be entitled to have its representatives examine and make copies (at its own expense) of any of the books or records of the Joint Venture at any reasonable time and without notice. The Joint Venture shall permit the use of electronic copies of its books and records. The books and records of the Joint Venture are to be retained after dissolution of the Joint Venture for such period or periods as may be required by law or the Contract, whichever is greater. The costs associated with accounting and record keeping for the Joint Venture (including federal reporting under Section 9.2 and tax matters under Section 17.6) shall be a Joint Venture cost.

8.2 Fiscal Year. The fiscal year of the Joint Venture shall commence on _____and end on _____.

8.3 Audit. If required by the Management Committee or the Owner, the Managing Business Party shall employ, at the expense of the Joint Venture, an independent auditor acceptable to the Management Committee to conduct an audit of the financial statements, including the balance sheet and statements of income and cash flows and disclosures required under generally accepted accounting principles, of the Joint Venture each year and report to the Parties within ninety (90) days after the expiration of the fiscal year its opinion on such financial statements. Further, each Party may at its option and sole expense perform an annual audit of the Joint Venture books and records.

8.4 Reports. The Managing Business Party shall deliver to each Party:

8.4.1 Within thirty (30) days after each month period, a balance sheet and statement of income of the Joint Venture for the month;

8.4.2 Within thirty (30) days after the end of each fiscal quarter, a statement of cash flow for the Joint Venture;

8.4.3 At least two (2) weeks prior to each quarterly Management Committee meeting, a summary of the monthly financial information for the most recent completed months, and projections for the next three (3) quarters; and

8.4.4 With reasonable promptness, all such other information, reports, and projections as from time to time may reasonably be requested by either Party.

8.5 Bank Accounts. A separate bank account in the name of the Joint Venture will be established by the Joint Venture. The bank account will require the signature of an authorized representative of each Party or his or her designee for withdrawal by check or documented approval of an authorized representative of each Party or his or her designee for withdrawal by electronic means. All payments due the Joint Venture for performance of the Contract will be deposited in the account and all expenses incurred under the Contract will be paid from the account. All capital contributions made in cash and all of the Parties' other cash receipts shall be deposited in such account under such terms as directed by the Management Committee. No petty cash accounts for the Joint Venture are authorized. The Managing Business Party shall reconcile the bank account monthly and deliver a report to the Management Committee.

8.6 Disbursements from Bank Accounts. All withdrawals from the Joint Venture account will require written invoices, receipts, vouchers, or other acceptable documentation. All checks, drafts, or other orders of the payment of money, and all notes or other evidence of indebtedness issued in the name of the Joint Venture shall be signed by two (2) persons, each representing one of the Parties. Each Party shall designate an individual or individuals authorized on its behalf to provide such signatures.

8.7 Closing of Bank Account in Event of Default. In case of a material default by one of the Parties under Article 12 of this Agreement, the then-existing Joint Venture account may be closed by the non-Defaulting Party(ies) and a new account opened in the name of the Joint Venture, but under the sole direction and control of the non-Defaulting Party(ies). Funds from the closed account shall be transferred to the new account and the then-existing account shall be closed. In such an event, the defaulting Party(ies) will no longer have any rights to the operation of the new bank account, unless and until it cures its default to the satisfaction of the non-Defaulting Party(ies).

8.8 Loans. Without the prior written consent of all Parties, the Joint Venture, the Management Committee, or any Party shall not:

8.8.1 directly or indirectly, borrow money or become otherwise obligated upon, or liable for, any monies borrowed in the name of the Joint Venture or the other Party(ies);

8.8.2 guarantee or act as surety for any obligation or liability (whether for borrowed money or otherwise), for any other person, firm or corporation.

8.9 Accounting Decisions. Subject to Section 8.1 above, all decisions for the Joint Venture as to accounting principles shall be made by the Management Committee consistent with Generally Accepted Accounting Principles ("GAAP") with the concurrence of accounting or tax experts from each Party.

8.10 Final Accounting. Upon completion of the Project, payment of all sums due under any contract pertaining to the Project, and settlement of all outstanding obligations and liabilities on the part of the Joint Venture and their respective affiliated subcontractors, the Management Committee shall arrange for a final

account to be prepared showing the total net profit earned, or loss incurred, by the Joint Venture. Unless otherwise agreed by the Parties, such final account shall be audited by a firm of accountants and agreed to by the Management Committee.

Article 9: Additional Obligations of the Parties

9.1 The Joint Venture shall, in good faith, commit to achieve the small business subcontracting goals as set forth within the Contract. The Joint Venture also agrees to comply with the SBE Program guidance, rules and regulations and provide any documents or other information requested by the SBE Department.

9.2 Each Party shall use good faith efforts to provide and make available its expertise, technical resources, and information to the Joint Venture to effectuate the intent herein and in furtherance of satisfying the Joint Venture's obligations to the Owner.

9.3 Contracting and Procurement. The Management Committee or its designee shall administer and manage all contracting, procurement, and financial activities for the Joint Venture and periodically update the Parties on the status of such activities. For the avoidance of doubt, the foregoing activities relate solely to the contracting, procurement, and financial activities of the Joint Venture and not such activities as undertaken by the Parties in furtherance of the Services, Work, or both, for which they are responsible under a Task Order Agreement.

9.4 Ownership Interest. Subject to the prior written approval of the District's SBE Department, each Party's Ownership interest may be adjusted from time to time as provided in this Agreement. For purposes of this Agreement, the term "Pro Rata" means the ratio determined by dividing the Ownership interest of a Party to whom a particular provision of this Agreement is stated to apply by the aggregate Ownership interest of all the Parties.

9.5 Reporting Requirements. The Management Committee or its designee shall administer and manage all required state, local, and federal reporting activities for the Joint Venture, including SBE goals, all in accordance with applicable DALLAS ISD regulations and guidelines. Each Party will be responsible for providing any required reporting information to the Managing Business Party in a timely manner to allow the timely submission of the combined data from each Party to the appropriate federal agency and/or electronic reporting system.

9.6 The Parties agree that, during the term of this Contract and for a period of one year thereafter, no Party to this Contract shall in any way intentionally induce or persuade an employee of another Party to this Contract to become an employee or agent of such Party.

Article 10: Provision of Materials, Equipment, Supplies and Services

10.1 The Parties intend that all materials, equipment, supplies, and services required in connection with the Contract will be provided by the Parties and that the Joint Venture will not acquire any materials, equipment, supplies, or services directly. In the event the Joint Venture shall procure any such materials, equipment, supplies, or services, such procurement shall be in accordance with any procurement guidelines, directives, and procedures issued or approved by the Management Committee. In addition, and to the extent applicable, any procurement activities by the Parties, Joint Venture, or both shall be conducted in accordance with applicable laws and regulations, as implemented through the Contract.

10.2 If any Party provides equipment or temporary facilities to the Joint Venture, the Party shall insure or self-insure such equipment or temporary facilities and the cost of such insurance or self-insurance shall be included in the equipment or facilities rate quoted to the Joint Venture. The Joint Venture and the other Parties will be identified as an additional insured on any such insurance when appropriate, as determined by the Management Committee.

Article 11: Compensation

11.1 In accordance with the billing period provided in the Contract, unless otherwise approved by the Management Committee, each Party shall prepare and submit by the tenth (10th) of each month, for Work performed during the prior month, invoices to the Joint Venture.

11.2 Each Party shall submit invoices in the manner required under the Contract. Each invoice shall be subject to the terms of the Contract.

11.3 The Project Manager, on behalf of the Joint Venture, will in turn prepare and submit invoices to the Owner in accordance with the provisions of the Contract and any applicable task order. Unless expressly agreed to by the Parties and permitted pursuant to the terms of the Contract, the Joint Venture shall not add any profit, fee, or other amounts to the invoices submitted by the Parties. The Parties may invoice the monthly staff costs for personnel incurred directly in the management and administration of the project subject to any restrictions in the terms of the Contract.

11.4 Subject to the provisions of Section 4.6, the Joint Venture will, upon receipt of payment from the Owner, deposit same in the Joint Venture bank account and within five (5) business days issue payments against such account to each Party for the amount(s) invoiced by each Party to the Joint Venture and allowed by the Owner, less any withholdings authorized by this Agreement and directed by the Management Committee. In the event the Owner pays less than the full amount due with respect to any invoice, such shortfall shall be allocated to the Party responsible for performing the specific Services, Work, or both, for which payment was withheld or, in the absence of information reasonably sufficient to determine the basis for such short payment, any shortfall shall be allocated between the Parties in proportion to their respective shares of the applicable invoice. No Party will unreasonably restrain or refuse to authorize withdrawal of funds for payment of proper invoices relating to performance of the Services, Work, or both.

11.6 Expenses incurred by the Parties in self performing Work under a Subcontract or Task Order Agreement shall not be considered Joint Venture expenses and, to the extent allowed under the Contract, may be included by the Parties in their respective invoices to the Joint Venture for Services provided, Work performed, or both. Unless stated otherwise in this Agreement or authorized in writing by the Management Committee, personnel expenses not directly related to the performance of the Project including but not limited to back office functions such as human resources, legal counseling and tax compliance of the Parties shall not be considered a Joint Venture expense.

11.7 Each Party shall have full and sole responsibility for the payment of any taxes, duties, fees, or assessments of any nature whatsoever levied upon it individually in connection with its Services, Work, or both, under a Task Order Agreement, including any personal income taxes levied or imposed on any of its employees or personnel or any of its subcontractor's employees or personnel.

11.8 All personnel involved in the performance of the Services, Work, or both, shall be employed by the Parties and shall remain in the employ of the respective Party. Each Party shall advance and pay all payroll costs and expenses incurred by reason of their respective personnel working in connection with the performance of the Services, Work, or both, and each Party agrees to indemnify and hold the Joint Venture and each other Party harmless from any claims and liabilities arising out of the responsibilities of that Party toward its employees, any of its related companies, and any of their personnel under all applicable laws, including labor and tax laws.

11.9 If a Party, with the prior written approval of the Management Committee, maintains a Joint Venture office dedicated exclusively for the management and administration of the DISD project independent of the Parties primary business office(s) and any of the other Party's(ies) personnel are located at the office during the duration of the project, the host Party may issue a quarterly invoice directly to the visiting Party(ies) for the pro rata cost of office space and furnishings utilized by visiting Party's(ies) personnel during the time they are engaged in the performance of Services, Work, or both, for this Joint Venture at such Joint Venture office.

11.10 The basis for the calculations of such invoices under Section 11.9 above shall be determined by the Management Committee. Such invoices shall not constitute a billing to, or on behalf of, the Joint Venture, but rather a billing directly between the Parties. The visiting Party shall pay such invoices within thirty (30) days of receipt of such invoice.

11.11 When Joint Venture funds are in excess of the needs of working capital required for the operation of the Joint Venture (as determined by the Management Committee), such excess funds, if any, shall be first applied to the return of funds advanced until such advances shall have been entirely repaid, and the balance of such excess shall be distributed as provided in Section 11.13 below, to each Party in accordance with such Party's Agreed Percentage of Participation as reflected in Article 5.

11.12 The Management Committee shall quarterly review the progress of the Services, Work, or both, and the Joint Venture's financial condition to determine whether Joint Venture profits, if any, should be distributed. If the Management Committee determines that earned profits and reserves for contingencies, including cash contributions, are adequate to meet the Joint Venture's needs, it may direct the Managing Business Party to distribute earned Joint Venture profit to the Parties based upon their respective Agreed Percentage of Participation. For the avoidance of doubt, payments to a Party for self-performed services related to the construction project, Work performed, or both, pursuant to a Task Order Agreement shall not be considered distributions of Joint Venture capital or profits.

11.13 The Management Committee shall establish cash reserves and revenue reserve funds to be retained by the Joint Venture from time to time in order to assure adequate funding for all Joint Venture obligations as they relate to future profits, losses, liabilities, and contract performance. At the direction of the Management Committee, the Project Manager shall invoice each of the Parties for approved reserves and capital contributions.

Article 12: Default and Insolvency

12.1 If a Party shall be in default hereunder (as specified in Sections 4.3 (Management Committee meetings), 7.2 (capital contributions), 9.4 (Owner-issued notice of default), 25.8 (breach of covenants), or 25.9 (anti-bribery laws), or Article 15 (assignment and change of control)), and fail to promptly (but in no event more than seven (7) days thereafter) cure such default after written notice or demand; cease or otherwise fail to timely pay for goods or services (including labor), and fail to promptly (but in no event more than seven (7) days thereafter) cure such default after written notice or demand; cease to operate or terminate its business affairs; institute an insolvency proceeding under applicable law; permit the entry of any order for relief under Chapter 7 of the Bankruptcy Code; or fail to cure a default hereunder after entry of an order for relief under Chapter 11 of the Bankruptcy Code, (such Party being hereinafter referred to as "Defaulting or Insolvent Party"), then from and after such date:

12.1.1 All acts, consents and decisions with respect to the performance of the Contract or the management of the Joint Venture shall thereafter be taken solely by the remaining Party without considering the Defaulting or Insolvent Party.

12.1.2 The participation of the Defaulting or Insolvent Party in the profits of the Joint Venture shall be limited to that proportion which the Defaulting or Insolvent Party's contributions to the working fund of the Joint Venture bear to the total of such contributions as same may be modified by and subject to the provisions of Section 7.2, but the Defaulting or Insolvent Party shall be charged with, and shall be liable for, any and all losses that may be suffered by the Joint Venture under the Contract, or any additions or supplements thereto or modifications thereof, to the full extent of the Defaulting or Insolvent Party's Percentage of Participation, set forth in Article 5.

12.1.3 The non-Defaulting Parties shall have the right to take over and complete the Services, Work, or both. Without limiting the generality of the foregoing, the non-Defaulting Parties may, for the purpose of completing the Work, enter upon the site and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which the Defaulting or Insolvent Party hereby transfers, assigns and sets over to the non-Defaulting Parties for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. The non-Defaulting Parties may complete the Services in whatever fashion it deems most efficient and shall have the right to use the existing work product for purposes of completing the Project. In such event, the non-Defaulting Parties shall receive any and all payments, including fees, which would otherwise be due for such Services, Work, or both, and apply the proceeds thereof (i) to cover all expenses incurred by the non-Defaulting Parties in taking over and completing (by use of its own forces, subcontracting or otherwise) such Services, Work, or both and (ii) to establish a contingency fund to cover any and all outstanding warranties or other obligations of the non-Defaulting Parties with respect to such Services, Work, or both, or any other uncured defect or deficiency for which the non-Defaulting Parties are responsible.

12.1.4 The non-Defaulting Party shall have the right to establish a new Joint Venture bank account in accordance with Section 8.7 of this Agreement.

12.2 If a Party is in material default of the requirements of the Contract, including (i) failure to perform or progress the Services within the timeframe specified in the Contract; (ii) serious or repeated breaches of the safety requirements; or (iii) is in breach of the requirements of the Services to be provided, the Work to be performed, or both, by that Party and fails to cure such breach within seven (7) days after written notice or demand, then from and after such date, the non-breaching Party shall have the rights afforded it under Subsections 12.1.1 through 12.1.3 above. Nothing in this Agreement shall be interpreted or construed to relieve the defaulting Party from their obligations under this Agreement or their obligations under the Contract with the Owner.

12.3 In the event of a default of this Agreement, the non-Defaulting Parties shall additionally be entitled to exercise all applicable remedies available to it, whether at law, in equity or otherwise, including an action to recover the losses sustained in excess of its proportionate share hereunder, specific performance, and the right to declare the Joint Venture dissolved and terminated without the necessity for judicial determination. Upon such dissolution, the non-Defaulting Parties shall immediately commence to wind up the Joint Venture's affairs, including completion of the aforesaid Contract, and shall liquidate the assets of the Joint Venture as promptly as reasonably possible.

Article 13: Liabilities

13.1 The liability of the Parties under this Agreement shall be joint and several. Notwithstanding the foregoing, as between the Parties, any liability (whether to the Owner or any third party) that the Joint Venture or any Party (including its parental guarantor, if any) may incur arising from or relating to the Contract or the performance of Services, Work, or both, under the Contract or this Agreement shall be allocated as between the Parties in proportion to the Agreed Percentage of Participation of each Party, except as set forth below:

13.1.1 Liability or related losses caused by the negligence, gross negligence, willful misconduct, fraud, or violation of legislation, laws, ordinances, codes or regulations of a Party (including its officers, employees, agents, representatives, and subconsultants and subcontractors at any tier), shall be assumed by such Party;

13.1.2 In the event of a default by a Party, liability or losses sustained by the Joint Venture or the non-Defaulting Parties shall be assumed solely by the defaulting Party;

13.1.3 Liability or related losses resulting from claims made by an employee of a Party against the Joint Venture or each other Party based on the employee-employer relationship, including the payment of unemployment taxes, withholding taxes, and employment benefits, will be solely assumed by the Party by whom such person is employed;

13.1.4 Liability or related losses traceable directly to and caused by a Party (including its officers, employees, agents, representatives, and subconsultants and subcontractors at any tier) shall be assumed by that Party;

13.1.5 In the event of a breach by a Party in the performance of its obligations under this Agreement, liability or losses sustained by the Joint Venture, the non-breaching Party, or both, as a result of such breach shall be assumed solely by the breaching Party; and

13.1.6 Liabilities or related losses relating to third-party claims resulting from Services provided, Work performed, or both, jointly by the Parties (including their respective officers, employees, agents, representatives, and subconsultants and subcontractors at any tier) shall be allocated to each Party in accordance with each Party's respective, relative degree of fault or responsibility, as determined by an allocation of fault pursuant to either an agreement between the Parties or a finding made by the trier-of-fact in a judicial proceeding.

13.2 With respect to the liabilities allocated in Subsections 13.1.1 through 13.1.5 above, the Party to whom such liability is allocated shall defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, or liabilities set forth in such subsections (including reasonable attorneys' fees). With respect to the liabilities allocated in Subsection 13.1.6 above, each Party agrees to defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, and liabilities (including reasonable attorneys' fees) that are in excess of such other Party's relative degree of fault or responsibility, as determined by an allocation of fault pursuant to either an agreement between the Parties or a finding made by the trier-of-fact in a judicial proceeding.

13.3 With respect to any claims, losses, and liabilities not covered by Sections 13.1.1 through 13.1.6 above, each Party agrees to defend, indemnify, and hold harmless the Joint Venture and each other Party from any and all such claims, losses, and liabilities (including reasonable attorneys' fees) arising from or related to the Contract or the performance of the Work, Services, or both, under the Contract, or this Agreement that are in excess of such other Party's Agreed Percentage of Participation, irrespective of the contributory fault, negligence, or strict liability of the indemnified Party(ies).

13.4 If a dispute arises between the Parties as to the allocation of liability and/or related losses each Party should bear, each Party shall provisionally assume a share of such liability in proportion to its Agreed Percentage of Participation until the dispute is resolved.

13.5 For any such claims, losses, and liabilities, the indemnifying Party's obligations regarding any defense thereof include only the reimbursement of the indemnified Party's(ies) reasonable defense costs incurred to the extent of the indemnifying Party's actual indemnity obligations hereunder.

Article 14: Insurance

14.1 The Parties agree that they will acquire all necessary insurance in connection with the award and performance of a Dallas ISD Contract, including but not limited to general liability or professional liability, builder's risk, worker's compensation or any other insurance required under the Contract. [Optional provisions in the alternative, the Parties agree to provide the specific operational insurance coverage as follows:

14.1.1 Workers' Compensation for statutory limits in compliance with the applicable state and federal laws;

14.1.2 Employer's Liability with a limit of $_____;

14.1.3 Commercial General Liability, including Products and Completed Operations, Contractual Liability, and Broad Form Property and Personal Injury Liability, with a combined single limit of $_____per occurrence and in the aggregate;

14.1.4 Automobile Liability Insurance with a combined single limit of _____for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by a Party in the performance of Services under the Contract or this Agreement;

14.1.5 Commercial General Liability Insurance in the amount of _____ per claim and in the aggregate_____.;

14.1.6 Umbrella Liability in excess of (.2), (.3) and (.4) above, with an aggregate limit of _____if required by the Contract. (Note: limit requirements can be satisfied by any combination of Primary and Excess coverage); and

14.17 Any insurance written on a "claims made" basis shall (a) have a retroactive date of no later than the earlier of the date of this Agreement or the earliest commencement of the Party's Services or Work in relation to the Project and (b) be maintained for at least 3 years after the latest completion of the Services or Work, or termination of the Contract, whichever is later.

14.1.8 Each Party shall endorse its Commercial General Liability, Automobile Liability, Contractor's Pollution Liability and, if applicable, Umbrella insurance policies to provide that the Joint Venture is an additional insured under its policies for that Party's interest in the Joint Venture. The other Party and, if required by the Contract, the Owner, shall also be included as an additional insured. Each Party's Professional Liability insurance policy shall, if necessary, be endorsed to include the liability of the insured arising out of the insured's interest in the Joint Venture.]

14.2 The policies and limits specified by Dallas ISD in the Contract represent the minimum coverage to be carried by each of the Parties hereunder. Notwithstanding the foregoing, if the Contract requires the Joint Venture and/or the Parties to maintain additional coverage and/or increased limits, the Parties shall be required to procure such additional insurance in accordance with the terms of the Contract.

14.3 Each Party hereby waives and shall obtain from all of its Commercial General Liability, Automobile Liability, Contractor's Pollution Liability and, if applicable, Umbrella insurance carriers a waiver of any rights of subrogation against each other Party and their directors, agents, employees, and assignees, with respect to risks associated with the Services provided, Work performed, or both, pursuant to the Contract.

14.4 Unless noted otherwise or with the written approval of the Management Committee, the cost of any insurance required herein (including any deductibles and self-insured-retention amounts) shall be the responsibility of the Party procuring such coverage.

14.5 The Management Committee, in its discretion, shall be responsible for obtaining insurance for the Joint Venture for management risks such as Directors & Officers Liability, Fiduciary Liability, and any other insurance coverage deemed appropriate by the Management Committee, the cost of which shall be an expense of the Joint Venture.

14.6 Absent written approval from the Management Committee, all lower-tier subcontractors, whether retained directly by the Joint Venture or by a Party to the Joint Venture, shall be required to comply with the provisions of this Article 14.

Article 15: Assignment or Change in Control

15.1 Each Party is entering into this Agreement in reliance upon each other Party being and remaining a party to this Agreement. No Party to this Agreement shall, directly or indirectly, sell, assign, transfer, dispose of, pledge or hypothecate its rights, interest or obligations hereunder, or any part thereof, whether directly or by merger with or acquisition by another entity, in this Agreement, the Joint Venture, the Contract, or in any property or monies of the Joint Venture, except with the prior written consent of each other Party, and, if required by the Contract, with the prior written consent of the Owner. A "Change in Control" shall mean the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party.

15.2 No Party shall, without the written consent of each other Party, assign, transfer or sublet any claims, causes of action or rights against each other Party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement or the Contract as security, collateral or the source of payment for any notes or liabilities to any third party; or any control of any claims or causes of action arising from or under this Agreement or the Contract without the written consent of each other Party.

15.3 Any such attempted sell, assignment, transfer, disposal, pledge, hypothecation, or sublet without the written consent of each other Party shall be void and confer no rights upon any third person and shall constitute a default hereunder. The provisions of this Article shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the Parties.

Article 16: Disputes

16.1 The Parties shall attempt in an amicable manner to adjust and settle any disagreement that may arise between them under or in connection with this Agreement. Any controversy or claim arising out of or relating to this Agreement will first be referred in writing to the Management Committee for its decision.

16.2 In the event any dispute between the Parties is not resolved by the Management Committee, either Party may submit such dispute to the Chief Executive Officer of each Party. Submittal of the dispute shall be in writing and summarize in detail the dispute or contested issues. Upon receipt of the dispute, the receiving Party shall designate within ten (10) days a responsible executive with authority to negotiate a settlement or resolution of any dispute. The Parties designated responsible executives for all Parties shall convene within thirty (30) days of the submittal at such location as the Parties may agree. The responsible executives shall hear such dispute at a time, place, and under such procedural rules as they may specify, and shall act only by unanimous consent. It is the intention of the Parties that the responsible parties shall mutually resolve disputes without litigation. However, nothing herein shall be deemed to require any Party to exhaust this procedure prior to exercising whatever rights it might have at law or equity and any litigation shall be stayed pending exhaustion of this dispute resolution procedure. The Parties recognize the possibility of deadlock from elevating the dispute or controversy to the Chief Executive Officer but intend that through this mechanism, disputes may be discussed and resolved without the need of litigation.

16.3 If the dispute is not resolved in accordance with Section 16.2 above, the Parties shall submit their disputes to mediation within seven (7) days thereafter or as soon thereafter as may be arranged with the mediator. The Parties shall mutually agree to one mediator. In the event they cannot mutually agree to such a mediator, the mediator shall be selected under the Construction Industry Rules of the American Arbitration Association, unless otherwise agreed between the Parties.

16.4 If mediation is unsuccessful in resolving all disputes between the Parties or the dispute cannot be settled by mediation within sixty (60) days, then the Parties agree to consider the use of binding arbitration to resolve their dispute in the following manner or either Party may file a claim in a court of competent jurisdiction with venue in Dallas County. In the event the Parties agree to resolve their dispute by means of binding arbitration, the Parties shall mutually agree to one arbitrator. In the event they cannot mutually agree to such an arbitrator, one arbitrator shall be selected in accordance with the Construction Industry

Rules of the American Arbitration Association, unless otherwise agreed between the Parties. The arbitrator thus selected shall thereafter proceed to ascertain the facts relating to such dispute and to make a determination thereof; the determination of the arbitrator shall be final, binding and conclusive upon the Parties and enforceable at law in a court having jurisdiction over the Party against whom enforcement of the arbitrator's decision is sought to be enforced. The then-current Construction Industry Rules of the American Arbitration Association will be applied.

16.5 Notwithstanding the foregoing, if and to the extent that a dispute between the Parties relates to a claim, controversy or dispute involving the Owner and/or the Contract (such that in the interest of judicial economy and to avoid the possibility of inconsistent judgments, a single dispute resolution proceeding is warranted), then the Parties agree that the dispute resolution provisions in the Contract, if any, shall apply and take precedence over the provisions of this Article 16.

16.6 The Parties shall not allow any dispute to affect or threaten the progress and completion of the Services, Work, or both. Each Party shall remain responsible for the performance of its obligations under this Agreement and the Contract and shall continue to perform and prosecute the Services, Work, or both, as directed by the Project Manager during any dispute resolution process notwithstanding any such dispute.

Article 17: Distributions and Tax Allocations

17.1 Subject to the terms and conditions of this Agreement, including Articles 11 and 12, distributions may be made to the Parties during the term of this Agreement at such times, in such amounts, and subject to such conditions as the Management Committee may from time to time determine.

17.2 Should the Joint Venture make any advances or loans to either Party, then distributions to be made pursuant to Section 17.1 above shall be applied in repayment of such advances or loans, together with interest, until repaid in full, notwithstanding the fact that such advances or loans may not then be due and payable according to the terms of any instrument evidencing such advance or loan.

17.3 No distribution shall be made pursuant to this Agreement if the making of such distribution would create an event of default under any loan agreement, any mortgage, or other security instrument to which the Joint Venture is subject, or otherwise materially adversely affect the ability of the Joint Venture to perform its obligations under any other agreement to which the Joint Venture is subject. Any distribution pursuant to this Article, to the extent not permitted by the previous sentence, shall be deferred until such time as it will not create an event of default or materially adversely affect the ability of the Joint Venture to perform its obligations. If any such distribution can at any time only be made in part, it shall be made to the Parties in proportion to the amounts that would have been paid to them but for this Article 17.

17.4 Except as provided in Section 17.1 above, and except for distributions upon termination or withdrawal as provided herein, the Joint Venture shall make no further distributions.

17.5 Tax Allocations. All gross income, gains, losses, deductions, and credits of the Joint Venture, as determined for US federal income tax purposes, shall be allocated for such purposes among the Parties in the same proportions as the corresponding items of revenue, gains, losses, and expenses are allocated pursuant to Article 5 above.

17.6 Designation of Tax Matters Partner/Partnership Representative

17.6.1. Designation. The Management Committee shall designated an individual as the Tax Matters Partner within the meaning of IRC §6231(a)(7) as in effect for taxable years beginning on or before December 31, 2017 and the Partnership Representative within the meaning of IRC §6223(a) as in effect for taxable years beginning after December 31, 2017 and shall act in any similar capacity under applicable state, local, or foreign law (in such capacity and hereinafter, the "Tax Matters Partner").

17.6.2. Elections. Except as otherwise expressly provided to the contrary in this Agreement, all tax elections, including federal, state, local, and foreign tax elections, shall be made by the Tax Matters Partner in its sole discretion. To the extent applicable, the Tax Matters Partner will make the small partnership election as described in IRC §6221(b) as in effect for taxable years beginning after December 31, 2017.

17.6.3. Expenses of Tax Matters Partner; Indemnification. The Tax Matters Partner shall be reimbursed for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages, incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Parties attributable to this Agreement. The payment of any and all such then-existing expenses shall be made before any distributions are made to each Party. Neither the Tax Matters Partner nor any Party shall have any obligation to provide funds for such purpose.

17.7 Requirement to Prepare and File Tax Return. The Tax Matters Partner shall cause the preparation and timely filing of all tax and information returns required to be filed pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Joint Venture does business. Copies of the returns, or pertinent information from the returns, shall be furnished to the Parties no later than two months before the extended due date of the Joint Venture's federal income tax return. The Tax Matters Partner will direct that any tax imposed upon the partnership be paid by the partnership to federal, state, city or other municipalities as required by law.

17.8 Capital Structure of Joint Venture

Names of Party	Percentage Interests	Capital Contribution
_____	_____ %	$ _____
_____	_____ %	$ _____
_____	_____ %	$ _____

17.9 Amounts Withheld. All amounts withheld pursuant to the Internal Revenue Code or any provision of any state, local, or foreign tax law with respect to any payment, distribution, or allocation to the Parties shall be treated as amounts paid or distributed, as the case may be, to the Parties. The Joint Venture is authorized to withhold from payments and distributions, or with respect to allocations to the Parties, and to pay over to any federal, state, local, or foreign government, any amounts required to be so withheld pursuant to the Internal Revenue Code or any provisions of any other federal, state, local, or foreign law, and shall allocate any such amounts to the Parties with respect to which such amount was withheld and shall offset amounts otherwise distributable to such Party.

Article 18: Completion of Project, Division of Profit

Upon completion of the Project, after providing for and paying all costs disbursed or incurred for its performance, and all other costs and charges required by the Contract and ordinarily and usually charged as costs in performance of such a Contract, including payment of all claims not secured by insurance, or by providing proper reserves for any such claims, which shall have either been brought against the Parties

or may be reasonably anticipated, and after providing adequate reserves for any other contingency, if any, that shall be determined by the Management Committee to be reasonably necessary; and after repaying all sums advanced by the Parties for working capital, any undistributed profits thereafter remaining, resulting from the performance of the Contract, shall be distributed and divided between the Parties in accordance with their ratable proportion as determined under Articles 5, 7, and 12. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed.

Article 19: Successors and Assigns

Subject to the foregoing provisions herein contained, this Agreement shall inure to the benefit of, and be binding upon the Parties, their successors, trustees, permitted assigns, receivers, and legal representatives, but shall not inure to the benefit of any other person, firm or corporation.

Article 20: Entire Agreement

20.1 This Agreement constitutes the entire understanding and Agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations, understandings or agreements of any kind, whether verbal or written.

20.2 This Agreement shall not be modified except by written amendment duly executed by authorized representatives of the Parties. Any such written amendments shall be forwarded to the district for review and approval. Each Party has had the opportunity to avail itself of legal advice and counsel. No Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.

20.3 Failure of a Party to insist upon strict and punctual performance of any terms or conditions of this Agreement shall not be construed to constitute a waiver of, or estoppel against, any other Party later asserting the right to require such performance. Neither shall a waiver or estoppel in one instance constitute a waiver or estoppel with respect to a later default, whether similar or dissimilar in nature.

20.4 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

Article 21: Confidential Information

21.1 Subject to any applicable requirements of the Contract, 1) information relating to this Agreement or the Contract which is gathered, exchanged, or otherwise obtained by the Parties during the term of this Agreement shall be maintained in confidence and shall not be utilized except for purposes in furtherance of this Agreement and the exercise of rights, obligations, duties, and privileges set forth herein; and 2) such information will not be disclosed to any third parties or to a Party's own personnel except where there is good faith need to know; provided however, that no Party shall be liable for any utilization or disclosure if the information falls into any of the following categories:

21.1.1. Information which at the time of disclosure is or thereafter becomes within the public domain other than by reason of the disclosing Party's breach of this Agreement.

21.1.2. Information that prior to disclosure hereunder was already in the recipient's possession and was not the subject of any confidentiality obligation of the disclosing Party.

21.1.3. Information which, subsequent to disclosure hereunder, is obtained by the disclosing Party from a third party lawfully in possession of such information and which information is not subject to a confidentiality obligation.

21.2 For the purposes of this Agreement, specific information disclosed shall not be deemed to be in the public domain or in the prior possession of the disclosing Party merely because it is embraced by more general information in the public domain or by more general information in the prior possession of the Party.

21.3 Nothing herein shall be construed as giving a Party any right, title, interest in, or ownership of information, or any portion thereof, that is now or is hereafter covered by any patent or license. The Parties' rights in respect thereof shall be subject to all rights of the patent owner and/or licensor.

21.4 A Party shall not be restricted in releasing information in response to a subpoena, court order, or similar legal process, but shall, if not restricted under a subpoena, court order, or similar legal process, promptly notify each other Party of the request or order for information before responding to same and provide each other Party with a copy thereof so that each other Party may take such action as it deems appropriate to protect its information.

21.5 Except as otherwise provided herein or in the Contract, engineering documents, drawings, and specifications prepared by a Party as part of the Services, Work, or both, shall be the property of the Party preparing same. A Party shall retain all right, title, and interest in its standard drawings and details, designs, specifications, databases, computer software and any other proprietary property ("Party Data"). To the extent the work product contains or requires the use of Party Data by any other Party, the owning Party hereby grants to the other Party(ies) a non-exclusive, non-transferrable and royalty free license to use such Party Data solely for the purposes for which the work product was developed under the Contract.

21.6 The confidentiality obligations provided in this Article 21 shall survive the termination or expiration of this Agreement and remain binding upon the Parties for two (2) years following the termination of this Agreement or completion of the Contract, whichever is later.

21.7 No news release, including photographs and films, public announcement, denial, or confirmation shall be made by a Party concerning the subject matter of this Agreement without first obtaining the consent of each other Party and, if applicable, the Owner.

Article 22: Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles.

Article 23: Miscellaneous

23.1 Records; Generally. Each Party agrees to keep accurate and complete cost, correspondence, and other records related to this Agreement. Each Party further agrees to make such records available to each other Party upon ten (10) calendar days' written notice. The joint venture parties agree to maintain records showing the subcontractor/supplier awards, subcontractor payment history, efforts to identify and award contracts to SBEs, and copies of executed contracts with SBEs. The joint venture parties agree to provide access to books, records and accounts to authorized district, state and federal officials for the purpose of verifying SBE participation and good faith efforts.

23.2 Financial Records.

23.2.1 All financial records and proprietary or confidential information of each Party to which the Joint Venture or the other Party(ies) has/have access shall be held and retained by the Joint Venture and such other Party(ies) in strict confidence and not be disclosed without the prior written consent of the Party to whom such records or information belong.

23.3 Other Business Activities. During the term of this Joint Venture, each of the Parties may, and shall be free to, participate and engage in any other business activities, subject to any applicable organizational and personal conflict of interest rules or regulations. Nothing in this Agreement shall restrict or be construed as a limitation of the powers or rights of any Party hereto to pursue other unrelated opportunities or Projects at the District or enter into other joint venture arrangements for its sole benefit independent of the solicitation the subject of this Agreement.

23.4 Notice. Any notice required or permitted to be given under this Agreement shall be deemed served if sent by registered mail, personal delivery, or other means whereby receipt is acknowledged to the following addresses or such other addresses as the Parties may designate:

For _____:

Attention: _____

Telephone: _____

For _____:

Attention: _____

Telephone: _____

For _____:

Attention: _____

Telephone: _____

23.5 Waiver of Consequential Damages. No Party shall be liable to the other Parties for any special, indirect, punitive, exemplary, incidental, or consequential damages of any nature, including loss of actual or anticipated profits or revenues, loss of opportunity, loss by reason of shutdown, non-operation, increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment, or claims of customers, regardless of whether due to or based upon contract, tort, negligence, or strict liability. The foregoing limitation of liability shall not apply to third party claims for which a Party is otherwise entitled to indemnity under this Agreement.

23.6 Nothing in this Agreement shall be deemed to create any right in anyone not a party and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of anyone not a party.

23.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

23.8. Recruitment of Employees. The Parties acknowledge the value of team performance and trust, both of which could be adversely impacted by movement of employees from one Party to another Party. Accordingly, the Parties agree that they will not initiate efforts aimed at hiring the other Parties personnel that are actively engaged in activities covered by this Agreement without prior consent of the other Party. Should an employee of one Party become an employee of another Party, that individual shall be barred from working on activities covered by the Agreement for a period of not less than twenty-four (24) months. The Management Committee may waive the 24-month period at its discretion. This section shall not restrict the right of a Party to solicit generally in the media or other sources for required personnel nor prevent the hiring of an employee of one Party who independently seeks employment with another Party without personal solicitation by the other Party.

23.9.1 Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to each other Party, as of the Effective Date, as follows:

23.9.2 It is a duly organized and validly existing corporation in good standing under the laws of the state in which it is incorporated or formed; it is duly qualified to do business in each jurisdiction in which the nature of the business transacted by it requires such qualifications; it has all corporate powers as may be required to conduct its business and carry out the transactions contemplated hereby;

23.9.3 The execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms;

23.9.4 It has, and at all times during the term hereof shall maintain, all governmental authorizations including but not limited to compliance with the Small Business size standards necessary to perform its obligations under this Agreement and the Contract; and

23.9.5 There is no action, suit, proceeding, claim, or dispute pending or, to its knowledge, threatened against or affecting it or its assets before any governmental body that is reasonably expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement or the Contract.

23.9.6 Marketing Efforts. The Parties acknowledge that marketing efforts related to the Contract need to be coordinated by and between the Parties. The Project Manager will be responsible for coordinating any such efforts. All marketing efforts directly associated with the Contract or this Agreement shall be coordinated through the Project Manager, who will decide whether a proposed Owner visit, or other marketing effort is necessary or appropriate.

23.9.7 Survival. The provisions of this Agreement which by their nature are intended to survive the termination or dissolution of the Joint Venture, including indemnities and any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination or dissolution.

Article 24: Compliance

24.1 Management Systems. Each Party shall use its own management systems to conduct and record its business for the Joint Venture. Such systems shall, at a minimum, include the following components: financial management, accounting, SBE subcontractor payment tracking, procurement, property control, estimating, and contract administration. All management systems must comply with any applicable Contract requirements.

Article 25: Anti-Bribery and Anti-Corruption Laws

25.1.1 No Party shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity that:

25.1.2 is illegal under applicable law or regulation; or

25.1.3 would have the effect of causing the Joint Venture or the Parties or their respective subsidiaries or affiliates to be in violation of the applicable laws or regulations, including the U.S. Foreign Corrupt Practices Act or the UK Bribery Act, as applicable.

25.1.4 In connection with this Agreement, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to:

25.1.5 an official, officer, employee or any other person acting in an official capacity for or on behalf of any government (including any department, agency, or instrumentality thereof), state-owned enterprise, international organization, or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the government(s) of the territories in which work will be performed hereunder;

25.1.6 any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official in order to:

25.1.6.1 influence any official act or decision, or;

25.1.6.2 induce an Official to do or omit to do any act in violation of his or her lawful duty, or;

25.1.6.3 induce an Official to use his or her influence to affect or influence a decision or act of any government, instrumentality, or international organization, or;

25.1.6.4 assist the joint venture or the Parties hereto or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;

25.1.6.5 obtain or secure an unfair or improper advantage for the joint venture or the Parties in any respect.

25.2 In connection with this Agreement, no Party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office on behalf of or associated with the joint venture or the Parties or in connection with the purpose of this Agreement or the contract with the Owner.

25.3 In connection with this Agreement, no Party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector. Without limiting the generality of the foregoing, no Party shall give, offer, promise or authorize, either directly or indirectly, a financial or other advantage to any person to induce a person to perform improperly a relevant function or activity or to reward such improper performance or where the Party knows or believes that the acceptance of the advantage in itself constitutes the improper performance of a relevant function or activity.

25.4 No Party shall subcontract any part of the Services nor retain or engage a consultant to carry out sales or marketing obligations in connection with the scope of this Agreement without obtaining the JV Management Committee's prior written consent. The Joint Venture Management Committee shall have the right, in accordance with this Agreement, to reject a request to engage or retain any such consultant.

25.5 The Parties hereby covenant that neither they nor any of their respective officers, directors, agents or representatives or employees assigned to the Project an employee of the Owner or any governing body having jurisdiction over the Project. The Parties further covenant that no Official, political party official, or candidate for political office is deriving any benefit, directly or indirectly, from this JV Agreement. The Parties agrees to notify the Joint Venture Management Committee immediately of any changes to this covenant.

25.6 In no case shall any Party be obligated to take any action or make any payment to any other Party or anyone else that would cause the Joint Venture or the Parties to suffer a penalty or contravene applicable laws or regulations, including the laws of the territories in which work will be performed and those of the United States.

25.7 Notwithstanding any other provisions of this Agreement, if any Party breaches any of the covenants contained in this section, the other Parties shall have the right to immediately terminate this Agreement without penalty. In such instance, the breaching Party shall indemnify the other Parties and the Joint Venture for any penalties, losses, and expenses resulting from such breach of the provisions of this section.

25.8 Each Party agrees to promptly notify the Management Committee and the other Parties in the event it becomes aware of or discloses any potential violation of Anti-Bribery Laws in connection with this Agreement. In addition, a Party shall be in default of this Agreement if such Party is (i) found to have violated Anti-Bribery Laws by a governmental body empowered to make such a finding, or (ii) the subject of a governmental investigation involving violations of Anti-Bribery Laws in connection with this Agreement and the other Parties (that are not a target of such investigation), in their reasonable discretion, believe that the on-going investigation materially impairs the ability of the Joint Venture to provide the Services, perform the Work, or both, and/or complete the Contract.

[SIGNATURES ON THE FOLLOWING PAGE]

NOTARY REQUIRED

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives, in duplicate counterparts, each having the same effect, as of the date and year first above written.

Company Name: _____ _____

Name_____Title:_____

Signature:_____Date:_____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20 _____.

by _____, as _____ of _____,
on behalf of said entity.

_____
Notary Public, State of Texas
My Commission Expires: _____

Company Name: _____ _____

Name_____Title:_____

Signature:_____Date:_____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20 _____.

by _____, as _____ of _____,
on behalf of said entity.

_____
Notary Public, State of Texas
My Commission Expires: _____

Company Name: _____ _____

Name_____Title:_____

Signature:_____Date:_____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20 _____.

by _____, as _____ of _____,
on behalf of said entity.

_____
Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A

SBE Joint Venture Partner Scope of Work

Identify the specific and clearly defined scope of work to be performed by each certified SBE joint venture partner. The responsibilities of each partner must be distinct, measurable, and easily distinguishable. Describe the nature of the work assigned to each party, including the tasks involved and the level of responsibility. Detail the portion of the project or operational elements that will be managed or controlled by the certified SBE partner. Provide the estimated value of these services, ensuring that the valuation aligns with the partner's percentage of ownership in the joint venture.

(1) General Description of Work to be Performed by the Joint Venture:

Provide a summary of the overall scope of work that the Joint Venture, as a combined entity, will perform. This narrative should describe the major project tasks, responsibilities, and services that the Joint Venture will deliver collectively, rather than detailing partner-specific assignments.

(2) Division of Work and Allocation of Responsibilities:

Detail how the Joint Venture's work will be divided among the partners. Identify the specific tasks allocated to each partner, outline their respective roles and decision-making authority, and explain how responsibilities will be managed throughout the project. Clearly specify the elements that will be performed, managed, or controlled by the certified SBE partner.

EXHIBIT B

Project Staffing Plan

Provide a staffing plan that reflects the established participation percentages within the Joint Venture. Describe the approximate number of employees required to perform the project's scope of work. Identify the personnel to be provided by the certified SBE joint venture partner(s), including the number of employees, their titles or classifications, relevant experience or résumés, and their respective job responsibilities.

EXHIBIT C

Financial and Bonding Information

Provide documentation from a financial institution or bonding company that demonstrates the financial strength or bonding capacity of each certified SBE joint venture partner. The level of financial support or bonding capacity reflected in the documentation should correspond appropriately to each partner's percentage of ownership interest in the Joint Venture.