CONSTRUCTION MANAGER AT RISK

PRIME SUBCONTRACTOR TEAMING AGREEMENT

BY AND BETWEEN

_____

PRIME

AND

_____

SUBCONTRACTOR

FOR

Dallas Independent School District

PRIME SUBCONTRACTOR TEAMING 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".

Recitals

A. The Parties have agreed to enter into a Prime Subcontractor Teaming Agreement for 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 affirm and agree this Agreement will not prevent or preclude the subcontractor from pursuing business opportunities with other proposers.

E. The Parties affirm and agree contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

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 "Business Opportunity" means an opportunity or potential project, identified in Exhibit A, with enough specificity for the parties to understand the identity of the opportunity or project

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

1.2.4 by the Owner for the performance of the Services, Work, or both, for the Project

1.2.5 “Pre-Negotiated Subcontractor Form” means the (“Agreement/Subcontract”) between _____ (“Contractor”) and _____ (“Subcontractor”), identified as Exhibit B.

1.2.6 “Prime Subcontractor Teaming Agreement” means an association between _____ and _____ engaged in a solitary business enterprise for profit.

1.2.7 “Project” means the “DALLAS ISD” Construction” project the subject of the solicitation.

1.2.8 “Proposal” means the proposal(s) submitted 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.

1.2.9 “Services” or “Work” means services or work under the Contract to be performed in furtherance of the Project.

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 Prime Subcontractor Team Agreement pursuant to the provisions hereof for the limited purpose and scope set forth in this Agreement.

2.2 Purpose. This Prime Subcontractor Teaming Agreement is to provide for the collaboration and cooperation between the Parties for the express purpose of pursuing business opportunities. Nothing in this agreement shall constitute, create, give effect to, or otherwise imply a joint venture agreement. The Parties shall remain independent contractors and no Party shall act as the agent for the other Party. The Parties agree that the Prime Subcontractor Teaming Agreement 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 Duration. The Prime Subcontractor Teaming Agreement will continue until dissolved in accordance with this Agreement. Subject to the foregoing, the Prime Subcontractor Teaming Agreement shall:

2.3.1 dissolve automatically upon Owner non-select or Owner non award for the Project, or

2.3.2 if awarded the Contract, be dissolved upon completion of all Services, Work, or both, required to be performed under the Contract and the expiration of all warranties and all other obligations arising in connection with the Contract Scope.

2.3.3 if awarded the Contract, the Prime Subcontractor Teaming Agreement shall not be dissolved, without thirty (30) days written notice and the prior written consent of the Dallas Independent School District.

2.3.4 if awarded the Contract, be dissolved if a Party is debarred or suspended, such that the Party is precluded from entering into contracts with the government of the United States.

2.3.5 if awarded the Contract, be dissolved if a Party petitions for bankruptcy.

2.4 In the event the Contract is terminated, the Parties shall conclude its affairs in an orderly manner at the earliest practicable date.

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

Article 3: Operation of the Prime Subcontractor Teaming Agreement

3.1 The clear and distinct portion of the Scope of Work to be performed by the SBE Party and the estimated value of those services is as follows:

A detailed delineation of the SBE Partner's 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 participation]

Article 4: Execution of Bonding and/or Guarantees

4.1 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, if required by District board policy or in compliance with Texas law. Failure of a Party to execute any documentation necessary to effectuate the intent of this Article 4 shall constitute a default in accordance with Article 12 and entitle the non-Defaulting Party(ies) to appropriate relief as provided therein.

Article 5: Modification and Severability

5.1 No modification, substitution or amendment to the Agreement may be made without the written consent of all Parties and Dallas ISD.

5.2 Should any provision contained in this Agreement be found to be invalid, illegal, or unenforceable, the remaining provisions shall be interpreted, to the greatest extent possible, to fulfill the original intention of the Parties.

Article 6: Books and Records, Accounting and Bank Accounts

6.1 The Parties will be required 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 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. District contracts are subject to an SBE audit.

Article 7: Additional Obligations of the Parties

7.1 The Parties shall, in good faith, commit to achieve the small business enterprise subcontracting goals as set forth within the Contract. The Parties also agree to comply with the SBE Program guidance, rules and regulations.

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

7.3 Reporting Requirements. The Parties shall administer and manage all required state, local, and federal reporting activities for the agreement, including SBE goals, all in accordance with applicable DALLAS ISD regulations and guidelines. Each Party will be responsible for providing any required reporting

information 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.

7.4 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 8: Provision of Materials, Equipment, Supplies and Services

8.1 The Parties intend that all materials, equipment, supplies, and services required in connection with the Contract will be provided by the Parties. Contracts that result from a Business Opportunity will express the rights and obligations of each Party for the provisioning of the resources necessary to perform the contract.

Article 9: Technology and Intellectual Property

9.1 Each Party shall own all rights to any technology it independently develops or has already developed.

9.2 Each Party shall provide to the other Party with any proprietary information which is necessary for the other Party to perform under any contracts entered pursuant to a business initiative.

Article 10: Applicable Law

10.1 This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Texas.

Article 11: Assignment or Change in Control

11.1 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 Contract, or in any property or monies, 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.

11.2 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.

11.3 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 12: Disputes

12.1 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 require direct, in person discussion between senior executives or officials. If the issue isn't resolved by direct discussion, mediation shall be conducted within a designated time frame, with a mediator agreed to by the parties.

12.2 If the dispute is not resolved in accordance with Section 12.1 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.

12.3 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.

12.4 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 12.

12.5 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, during any dispute resolution process notwithstanding any such dispute.

Article 13: Warranties

13.1 Each Party agrees to perform its responsibilities under this Agreement consistent with good commercial practices. No other warranties, expressed or implied, will be provided by the Parties to customers unless otherwise expressly agreed to the Parties.

Article 14: Successors and Assigns

14.1 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 15: Entire Agreement

15.1 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. The executed contracts document exhibits will not contact any conflicts.

15.2 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.

15.3 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.

15.4 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 16: Confidential Information

16.1 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:

16.1.1. 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.

16.1.2. 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.

16.1.3. 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 The confidentiality obligations provided in this Article 16 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.

16.7 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 17: Miscellaneous

17.1 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 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 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.

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

17.3 Other Business Activities. During the term of this Prime Subcontractor Teaming Agreement, 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 Prime Subcontractor Teaming arrangements for its sole benefit independent of the solicitation the subject of this Agreement.

17.4 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 _____

Company: _____
Attention: _____
Address: _____
City / State Zip: _____
Telephone: _____

For _____

Company: _____
Attention: _____
Address: _____
City / State Zip: _____
Telephone: _____

17.5 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.

17.6 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.

17.7 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.

17.8. 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. Both parties may agree to 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.

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

17.9.1 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;

17.9.2 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;

17.9.3 It has, and at all times during the term hereof shall maintain, all governmental authorizations necessary to perform its obligations under this Agreement and the Contract; and

17.9.4 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.

17.10 Marketing and Advertising Efforts. The Parties acknowledge that marketing efforts related to the Contract need to be coordinated by and between the Parties. Both Parties shall be responsible for coordinating any such efforts. All marketing efforts directly associated with the Contract or this Agreement shall be coordinated by the Parties, who will decide whether a proposed Owner visit, or other marketing effort is necessary or appropriate. Use of service names and logos shall be coordinated between the Parties and require the agreement of the Parties. Each Party shall keep the Other Party informed as to the status of all marketing and sales issues, activities, and opportunities. Publications or releases to the media or the public, including commercial advertising relating to the Agreement shall require approval by both Parties.

17.11 Survival. The provisions of this Agreement which by their nature are intended to survive the termination or dissolution of the Prime Subcontractor Teaming Agreement, 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 18: Compliance

18.1 Management Systems. Each Party shall use its own management systems to conduct and record its business. 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 19: Anti-Bribery and Anti-Corruption Laws

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

19.1.1 is illegal under applicable law or regulation; or

19.1.2 would have the effect of causing 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.

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

19.2.1 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;

19.2.2 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:

19.2.2.1 influence any official act or decision, or;

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

19.2.2.3 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;

19.2.2.4 assist 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;

19.2.2.5 obtain or secure an unfair or improper advantage for the Parties in any respect.

19.3 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 Parties or in connection with the purpose of this Agreement or the contract with the Owner.

19.4 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.

19.5 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 other Parties prior written consent. The Parties shall have the right, in accordance with this Agreement, to reject a request to engage or retain any such consultant.

19.6 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 Prime Subcontractor Teaming Agreement.

19.7 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 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.

19.8 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 for any penalties, losses, and expenses resulting from such breach of the provisions of this section.

19.9 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 Parties to provide the Services, perform the Work, or both, and/or complete the Contract.

Article 20: Compensation, Related Costs and Best Value Subcontractor Awards

20.1 The teaming partner may submit competitive sealed proposals to self-perform work for scope of work bid packages typically performed by subcontractors. Self-performance must comply with the following:

20.1.1 The teaming partner's Competitive Sealed Proposal for self-performed worked is considered "best value" by the district.

20.1.2 Self-performed work must be performed on an "open-book" cost-plus fee basis (not-to-exceed 7.5%) with a GMP not-to-exceed the amount of their CSP competitive bid amount.

20.1.3 The teaming agreement partner shall not be qualified to submit bona fide proposals to be used for comparison to the Contractor's proposal to self-perform portions of the Work.

20.1.4 Any division of Contractor, Teaming Partner, or any separate Contractor or subcontractor that is partially owned or wholly owned by the Contractor, Teaming Partner, or any of their employees or employee's relatives will be considered a related party entity and not a non-interested trade contractor and will be subject to the provision regarding "self-performed work" per Section 2.3.2.2 of the District's A133 agreement.

20.1.5 No self-performed work will be allowed to be performed on a lump sum basis.

20.2 Being awarded any such "self-performed work" bid packages are contingent on submitting a "best value" CSP. The teaming partner is not "guaranteed" to be awarded the bid packages they propose.

20.3 Any payment for labor, equipment or other reimbursable costs will be reimbursed in accordance with the terms of the District's A133 agreement.

[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

Proposed Project Team and Scope of Services

Provide a listing of the Proposed Project Team. Identify the distinct, clearly defined portion of the work provided by the Prime Subcontractor Teaming Partner. The work must be separate, clear and distinguishable. Specify the nature of the work and what it will entail. Describe the portion of the work or elements controlled by the SBE Prime Subcontractor Teaming Partners. Provide the estimated value of those services. Document the certified SBE firm's prime management, control and supervision of a clear and distinct portion of the project scope of work in meaningful and significant roles. Specify the number of employees to be provided by the SBE Subcontractor Teaming Partner, resumes and job responsibilities.

(1) General Description of the Work to be Performed

(2) Subcontractor's Role in the Proposal Preparation

(3) Subcontractor's Role in Preconstruction Services

(4) Division of Work and Allocation of Responsibilities

(5) Resumes and Job Responsibilities

EXHIBIT B

Pre-Negotiated Subcontract Form

Provide a copy of the Pre-Negotiated Subcontract Form. Specify the payment and release of retainage terms.

EXHIBIT C

Letter from Financial Institution or Bonding Surety Company

Provide documentation to substantiate the financial strength or bonding capacity of the SBE Prime Subcontractor Teaming Partner.