



Facilities Planning and Construction
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EXHIBIT

AGREEMENT For MISCELLANEOUS SURVEYING SERVICES On PROJECTS OF LIMITED SCOPE

This Agreement is made as of _____, 20____ (the "Effective Date"), by and between:

The Owner: Texas State Technical College (insert campus) (TSTC), an institution of higher education and an agency of the State of Texas

and

The Surveyor: _____

This Agreement is for the provision of miscellaneous surveying projects of limited scope, to be performed on a non-exclusive, indefinite quantity basis, as requested by the Owner in accordance with the terms of this Agreement. Surveyor represents that he has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement.

The Owner and the Surveyor agree as follows:

ARTICLE 1 TERM OF AGREEMENT

1.01 Initial Term: This initial term of this Agreement shall begin on the effective date and shall expire twelve (12) months after that date unless renewed or terminated in accordance with the terms of the Agreement.

1.02 Renewal Option: The Owner has the option to renew this Agreement terms for four (4) successive twelve (12) month periods upon written notice to the Surveyor at least sixty (60) days prior to the expiration of the initial or any subsequent term.

1.03 Completion of Work in Progress: The Owner has the option to extend the term of this Agreement, or any renewal period, as necessary for Surveyor to complete work on any project approved by the Owner prior to the expiration of the Agreement.

ARTICLE 2 MAXIMUM AUTHORIZED CONTRACT SUM

2.01 Maximum Contract Sum: The total, maximum, not-to-exceed amount of money authorized for payment to Surveyor for services provided pursuant to this Agreement is equal to the amount approved by the Owner for each accepted Project Proposal. Total billings for authorized work performed by the Surveyor shall not exceed this maximum contract sum. The maximum contract sum shall not be increased except by written amendment to this Agreement executed by the Owner and the Surveyor.

2.02 No Minimum Amount of Work: Owner makes no representations regarding the amount or type of services (if any) that the Surveyor will be asked to provide to the Owner during the term(s) of this Agreement. It is expressly understood that the Owner is under no obligation to request any services from Surveyor and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the Owner on an as-needed basis, subject to future agreement on the scope of the work and the fee.

ARTICLE 3 SCOPE OF WORK

3.01 In General: The Surveyor agrees to provide surveying services on a per-project basis as requested by the Owner in accordance with the terms of this Agreement. These services are generally describes as, but are not limited to providing property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the surveyed property.

3.02 Project Scope: The specific scope of work for each project shall be determined in advance and in writing between the Owner and the Surveyor.

3.03 Project RFP: The Owner shall prepare a Project Request for Proposal ("Project RFP") identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate and schedule for the project, and the basic services to be provided by the Surveyor for the project.

3.04 Project Proposal: In response to a Project RFP, the Surveyor shall provide Owner with a written Project Proposal. The Project Proposal shall include the following:

- a. An narrative description of Surveyor's understanding of the project scope of work;
- b. A detailed statement of the basic and additional services anticipated for the project, including a list of deliverables;
- c. A description of particular phases of the scope of the work, if applicable;
- d. A Fee Proposal detailing:
 1. the total fee for providing the basic services expressed as a "Not to Exceed" amount;
 2. the total fee for providing additional services expressed as a "Not to Exceed" amount; and
 3. the total anticipated amount for reimbursable expenses;
- e. A proposed date to commence the work;

- f. A list of all consultants, persons and firms that Surveyor proposes to use in the performance of Surveyor's scope of work;
- g. A schedule of hourly billing rates for any consultants that Surveyor proposes to use in the performance of Surveyor's scope of work;
- h. A HUB Subcontracting plan, if required;
- i. Any qualifications or conditions applicable to the Project Proposal; and
- j. A summary statement of the amount of all previous proposals entered into under this Agreement to date.

3.05 Project Proposal Review: The Owner and the Surveyor shall review Surveyor's Project Proposal and negotiate any changes, clarifications or modifications thereto. The Surveyor shall submit a revised Project Proposal incorporating any changes, clarifications or modifications made in the review process. The Owner may accept, reject or seek modification of any Project Proposal.

3.06 Notice to Proceed: Upon approval of a Project Proposal by the Owner, the Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Surveyor to begin the work identified in the Project Proposal on the date specified in the Notice. The Notice to Proceed shall include a Purchase Order number specific to the project.

ARTICLE 4 SURVEYOR'S GENERAL SERVICES AND RESPONSIBILITIES

4.01 Project Manager: The Surveyor shall manage the Surveyor's services and administer any project authorized pursuant to this Agreement. The Surveyor shall provided and/or coordinate the basic services necessary and reasonably inferable for the complete performance of any project authorized pursuant to this Agreement.

4.02 Standard of Care: Surveyor agrees to use its best professional efforts, skill, judgment, and abilities to perform Surveyor's services in an expeditious and timely manner as is consistent with professional standards of care and the orderly progress of any project authorized pursuant to this Agreement. Surveyor shall at all times provide a sufficient number of qualified personnel to accomplish Surveyor's services within the time limits set forth in the schedule.

4.03 Compliance with Laws: Surveyor shall endeavor to perform Surveyor's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

4.04 Existing Conditions: Surveyor shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Surveyor by Owner, or any other party, that Surveyor uses for the Project.

4.05 Correction of Work: Surveyor's services shall be reasonably accurate and free from material errors or omissions. Upon notice, Surveyor shall promptly correct any known or discovered error, omission, or other defect without any additional cost or expense to Owner.

4.06 Phasing: The Surveyor shall not proceed beyond any previously authorized phase of the work for a project unless authorized by the Owner in writing, except at the Surveyor's own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

4.07 **Representative:** Surveyor shall designate a representative primarily responsible for Surveyor's services under this Agreement. The designated representative shall act on behalf of Surveyor with respect to all phases of Surveyor's services and shall be available as required for the benefit of any project and the Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

4.08 **Documentation:** The Surveyor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The Surveyor shall bear the cost of providing all plans, specifications and other documents used by the Surveyor and its consultants.

ARTICLE 5 THE OWNER'S RESPONSIBILITIES

5.01 **Project Program:** The Owner shall provide a Project RFP setting forth the Owner's description of the project scope; preliminary project budget; schedule; objectives, characteristics and constraints; and a description of the basic services to be provided by the Surveyor for the project.

5.02 **Representative:** The Owner designates the Vice President of Administrative Services as its representative authorized to act in the Owner's behalf with respect to the Project. The Owner designates the Director of Facilities Planning and Construction or his designee as its representative for the purpose of administering this contract.

5.03 **Entry on Land:** The Owner shall assist Surveyor in gaining entry to state owned or controlled property as necessary for Surveyor to perform its services under this Agreement.

5.04 **Time for Response:** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Surveyor's services and of the Work.

ARTICLE 6 ACCEPTANCE OF WORK

6.01 **Owner's Satisfaction:** All work performed under this Agreement shall be completed to the satisfaction of the Owner's representative assigned to the project. The Owner's representative shall decide all questions regarding Surveyor's performance under the Agreement and such decisions shall be final and conclusive.

6.02 **Correction of Work:** Should Surveyor's services not conform to the requirements of this Agreement and the Project Proposal as determined by the Owner's representative, Owner may order the Surveyor to re-perform such services at no additional expense to the Owner or deduct the fees for such services from any other fees payable to the Surveyor.

6.03 **Liability:** Owner's approval or acceptance of Surveyor's services will not release Surveyor from any liability for such services because Owner is, at all times, relying upon Surveyor's skill and knowledge in performing Surveyor's services.

ARTICLE 7 COMPENSATION FOR SERVICES RENDERED

7.01 **Owner's Approval Required:** Owner agrees to pay Surveyor for those services rendered at Owner's specific request, in advance and in writing.

7.02 **Scheduled Billing Rates:** Attached as Exhibit A, and incorporated herein, is Surveyor's Schedule of Billing Rates, including hourly billing rates and/or per service billing rates as applicable. The Billing Rates include all costs for any identified services and the Surveyor shall not be entitled to any additional compensation for providing those services. The Schedule of Billing rates shall remain in full force and effect for the term of this Agreement, including all renewal periods.

7.03 **Basic Service:** For Basic Services rendered in connection with any project authorized pursuant to this Agreement, Surveyor shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with Surveyor's Project Proposal, up to the maximum "Not to Exceed" amount approved in Surveyor's Project Proposal.

7.04 **Consultant Costs:** Unless approved in advance by the Owner, Surveyor shall pay for all consultant services and costs associated with his services under this Agreement, whether basic services or additional services, out of his fees. Owner is not responsible for any such consultant fees or costs unless otherwise agreed to in writing.

ARTICLE 8 REIMBURSABLE EXPENSES

8.01 **Reimbursable Expenses:** Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable Expenses recoverable by the Surveyor under this Agreement are limited to the following:

- a. Expenses in connection with in-state travel, including reasonable travel and living expenses, for Surveyor's employees and consultants when a project is located more than 50 miles from the place where they are usually and customarily assigned, but only as directed and approved in advance and in writing by Owner;
- b. Fees paid for securing approval of authorities having jurisdiction over any particular project;
- c. Expenses of reproductions, printing, collating, postage and handling of Drawings, Specifications, Reports and other documents or other project related work product, but excluding plotting costs of drawings, reproductions for the use of Surveyor and Surveyor's consultants as well as up to three (3) review sets as necessary for progressive reviews by Owner in accordance with the Project Proposal.
- d. Communication expenses such as long distance telephone, facsimile transmissions, express charges and postage that are directly attributable to the project;
- e. Disbursements made by the Surveyor under approved subcontracts;
- f. Expense of any additional insurance coverage or limits, requested by the Owner excluding professional liability and errors and omissions insurance required under Basic Services of this contract that exceed those normally carried by the Surveyor and the Surveyor's consultants.

8.02 Compensation for Reimbursable Expenses: The Surveyor and its employees and consultants, shall be compensated for the actual, out-of-pocket, reasonable costs for all approved Reimbursable Expenses that are incurred solely and directly in connection with the performance of the Surveyor's services and duties under this Agreement or in the interest of any particular project. All reimbursable expenses require prior review and approval by the owner.

8.03 Proposal Costs Not Recoverable: Surveyor is solely responsible for any expenses or costs, including expenditures of time, incurred by the Surveyor and its employees and consultants in the development of Project Proposals or Additional Services Proposals. Such expenses or costs are not Reimbursable Expenses.

ARTICLE 9 INVOICING

9.01 Monthly Invoices: Surveyor shall submit a monthly record or invoice of services performed under this Agreement identifying all fees earned and reimbursable expenses incurred in the previous month. Invoices shall be submitted in a format approved by the Owner and must contain at least the following information:

- a. Project Name and Work Order Number;
- b. Owner Agreement Number;
- c. Surveyor's Tax Identification Number;
- d. Name of Project Manager;
- e. Identification of billing period, by calendar month, to which the invoice applies;
- f. Itemized description of services provided including the names, billing rates and amount of time per task expended by all persons who performed services on the project during the billing period.
- g. Completion status of project by percentage;
- h. Total amount of invoice;
- i. Total amount of prior invoices and maximum contract sum;
- j. Copy of all receipts in support of any reimbursable expenses invoiced;

9.02 Limited to Maximum Contract Sum: It is the responsibility of Surveyor not to provide services or submit invoices that exceed the maximum contract sum. Services provided, and/or expenses incurred that exceed the maximum contract sum without Owner's written consent will be at Surveyor's financial risk and Owner shall not be obligated to pay for any such services or expenses.

9.03 Prompt Payment: For purposes of Texas Government Code § 2251.021(a)(2), the date the performance of service is completed is the date when the Owner's representative approves the invoice. Payment of invoices shall be made within 30 days of Owner's approval.

9.04 Invoice Submittal: Invoices shall be submitted to:

**Texas State Technical College
Attn: Wm. Brian Pollard Director of FP&C
3801 Campus Drive
Waco, Texas 76705**

9.05 Exceptions to Payment: Regardless of any other provision of this Agreement, Owner shall not be obligated to make any payment requested by Surveyor under this Agreement if any of the following conditions precedent exist:

- a. Surveyor is in breach or default under this Agreement;
- b. The requested payment includes services not performed in accordance with this Agreement; provided, however, payment shall be made the balance of the services that are performed in accordance with this Agreement;
- c. The total of Surveyor's invoices exceed the maximum contract sum;
- d. Surveyor has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Surveyor;
- e. Surveyor becomes insolvent, makes a general assignment of its rights or obligations for the benefit of its creditors, or voluntarily or involuntarily files for protection under the bankruptcy laws; or
- f. If Owner, in its good faith judgment, determines that the balance of unpaid compensation is insufficient to complete the services required under this Agreement.

9.06 Partial Payment: No partial payment by Owner shall constitute or be construed as final acceptance or approval of any services or as a release of any of Surveyor's obligations or liabilities with respect to such services.

9.07 Subcontractor Payment: Surveyor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

9.08 Final Payment and Release: The acceptance by Surveyor or Surveyor's successors of final payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever that Surveyor or Surveyor's successors have or may have against Owner pursuant to this Agreement except those claims specifically identified in writing by Surveyor as unsettled at the time of the final request for payment.

ARTICLE 10 SURVEYOR'S ACCOUNTING RECORDS

Surveyor shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting principles. Such records shall be available to the Owner or the Owner's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Owner shall have the right to audit and to verify the details set forth in Surveyor's billings, certificates, and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.

1. ARTICLE 11

OWNERSHIP AND USE OF DOCUMENTS

11.01 All documents prepared by the Surveyor are instruments of service and shall remain the property of the Surveyor. The Owner shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Surveyor for information and reference in connection with the Owner's use and occupancy of the project. Owner shall have an irrevocable, fully paid-up perpetual license and right,

which shall survive the termination of this agreement, to use the documents, including the originals thereof, and the ideas and designs contained therein, for any purpose.

11.02 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Surveyor's rights.

2. ARTICLE 12

TERMINATION OF AGREEMENT

12.01 **Termination for Cause:** This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period, subject to the Dispute Resolution requirements of Chapter 2260, Texas Government Code.

12.02 **Termination for Convenience:** This agreement may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days written notice to the Surveyor.

12.03 **Compensation:** In the event of termination not the fault of the Surveyor, the Surveyor shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Surveyor delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Surveyor prior to termination.

ARTICLE 13
DISPUTE RESOLUTION

13.01 **Government Code Chapter 2260 Controls:** Surveyor's claims for breach of this Agreement that are not resolved informally are governed by Texas Government Code, Chapter 2260, as it may be amended from time to time, unless preempted by other applicable law. The submission, processing and resolution of Surveyor's claims is governed by rules adopted by the Texas Attorney General at 1 Tex. Admin. Code, Chapter 68, as currently effective or subsequently amended.

13.02 **Owner's Representative:** The Owner designates the Vice President of Administrative Services as its representative in dispute resolution procedures.

ARTICLE 14
INSURANCE

14.01 **Insurance:** For services performed on Owner's premises, the Surveyor shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000 each occurrence
	\$300,000 aggregate
Comprehensive General Liability	
-Bodily Injury	\$300,000 each person

-Property Damage	\$500,000 each occurrence
Comprehensive Auto Liability	\$300,000 each occurrence
Bodily Injury	\$300,000 each person
	\$500,000 each occurrence
Property Damage	\$300,000 each occurrence

14.02 Professional Liability Insurance: The Surveyor shall carry such professional liability and errors and omissions insurance-covering the services provided by the Surveyor and any and all consultants, as acceptable to and approved by the Owner. The fees for such insurance shall be at the expense of the Surveyor.

14.03 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days prior written notice to Owner.

14.04 Policy Review: Upon request the Surveyor shall furnish complete sets of its insurance policies to Owner for review.

ARTICLE 15 INDEMNITY

The Surveyor shall hold Owner, Texas State Technical College (insert campus), the Texas State Technical College System, and their Regents, officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner and the Texas State Technical College System, their Regents, officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the Surveyor, its employees, agents and/or assigns.

ARTICLE 16 HISTORICALLY UNDERUTILIZED BUSINESSES

The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Surveyor, as a material provision of the Agreement, must comply with the requirements of the Policy and adhere to any HUB Subcontracting Plan submitted with Surveyor's Proposal. No changes to the HUB Subcontracting Plan can be made by the Surveyor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.01 Appointment of Representative: Owner may designate a representative to act partially or wholly for Owner in connection with this Agreement. Surveyor shall coordinate its services solely through the designated representative.

17.02 Independent Contractor: Surveyor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Surveyor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Surveyor is responsible for all income taxes required by applicable law.

17.03 Confidentiality: The Surveyor shall treat any Owner supplied information or information pertaining to Owner's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Owner in writing.

17.04 Successors and Assigns. The Owner and the Surveyor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the services of Surveyor, and Surveyor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.

17.05 Subcontracting: The Surveyor agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Surveyor must identify the subcontractor(s) to Owner prior to any subcontractor beginning work. Submission and approval of a Historically Underutilized Businesses (HUB) Sub Contractor Plan is considered consent under this Article.

17.06 Loss of Funding: Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of the Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Surveyor and Owner may terminate this Agreement without further duty or obligation hereunder. Surveyor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

17.07 Open Records: All information, documentation and other material submitted by the Surveyor may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

17.08 Family Code Child Support Certification: Pursuant to Section 231.006, *Texas Family Code*, the Surveyor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

17.09 Franchise Tax Certification: A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

17.10 Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Surveyor agrees that any payments owing to Surveyor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full

17.11 Taxes: Texas State Technical College is a tax exempt State of Texas Agency under Chapter 151, *Texas Tax Code* and an institution of higher education. Surveyor shall avail itself of all tax exemptions applicable to Surveyor's work or expenses.

17.12 Eligibility Certification. Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

17.13 Captions: The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

17.14 Severability: Should any provisions(s) of this Agreement be held invalid or unenforceable in any respect, then that provision shall not affect any other provisions of this agreement, and this Agreement shall be construed as if the invalid or unenforceable provision(s) had not been included.

17.15 Waivers: No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

17.16 Force Majeure: No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

17.17 Governing Law: This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in McLennan or Travis County, Texas.

17.18 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

17.19 State Auditor's Office. Contractor understands that acceptance of funds under the Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

17.19 Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand TSTC's Conflicts of Interest Policy available at <http://iam.tstc.edu/users/cop/COP2.48-12-10-07.pdf> and http://www.system.tstc.edu/governance/sos/hr/HR_2_1_12.pdf, and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause TSTC employees to violate TSTC's Conflicts of Interest Policy or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

ARTICLE 18
NOTICES

18.1 All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing. Written notice may delivered in person to the designated representative of the Surveyor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

18.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

(1) If to Owner:

Fax: _____

(2) With Copies to:

Fax: _____

(3) If to Surveyor:

Fax: _____

IN WITNESS WHEREOF, Owner and Surveyor have executed and delivered this Agreement effective as of the date identified above.

OWNER:

TEXAS STATE TECHNICAL COLLEGE (insert campus)

By: _____

Name: _____

Title: _____

SURVEYOR:

By: _____

Name: _____

Title: _____

CONTENT APPROVED:

Susan Shafer
Associate General Counsel
Texas State Technical College Waco

EXHIBITS

Exhibit A—Surveyor's Schedule of Billing Rates

Exhibit H—Policy on Utilization of Historically Underutilized Business