

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: **B2000074**PO Date: **10/29/19**

Delivery Date:

Supplier:Estes, McClure & Associates Inc
3608 Westway St
Tyler TX 75703-6462**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

johnsondk6@sfasu.edu

Send Billing Invoice to:Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable**Ship to:**Physical Plant
Physical Plant 101
2104 Wilson Dr
SFA Box 13031
Nacogdoches TX 75962**Terms: Net 30****FOB: Not Applicable****PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
1	BOARD APPROVAL - July 2019 IDIQ Architect/Engineering Services Contracts President authorized to sign purchase orders and any associated contracts Funding Source: Not specified ---- Quantity and units shown are estimates for internal purposes only. Payment shall be made only for actual goods or services received. 000P92533A PROF SRV, ENGINEER Professional architectural and engineering services to be provided under the IDIQ contract	100,000.00 SRV	1.0000	100,000.00

Purchaser: Kay Johnson

(936) 4684037

ADDITIONAL CHARGE:Vendor ID: **20196674**

Collegiate Licensed:

DISCOUNT/TRADE-IN:

Req No:

Employee/Employee Relationship:

TOTAL:**CONTINUED**Blanket Order: **B2000074**

HUB Status:

Purchase Class: **Competitive Solicitation**

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.

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Item	Description	Quantity	Unit Cost	Total Cost
	for the period of 11/01/2019 - 10/31/2022, in accordance with RFQ #AE HOURLY-2019 opened 6/14/2019, and iContracts #726679 ----			

Purchaser: Kay Johnson

(936) 4684037

ADDITIONAL CHARGE:**.00**Vendor ID: **20196674**

Collegiate Licensed:

DISCOUNT/TRADE-IN:**.00**

Req No:

Employee/Employee Relationship:

TOTAL:**100,000.00**Blanket Order: **B2000074**

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STEPHEN F. AUSTIN STATE UNIVERSITY

ARCHITECT-ENGINEER/OWNER

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) AGREEMENT

THIS AGREEMENT, effective as of the date of last signature, by and between Stephen F. Austin State University, (“Owner”), and Estes McClure & Associates, Inc. (“Architect/Engineer”).

WITNESSETH, that whereas Owner intends to secure professional architectural, design and engineering services for various projects on an hourly basis at Stephen F. Austin State University, Nacogdoches, Texas.

NOW THEREFORE, Owner and Architect/Engineer, for considerations as set forth, agree as follows:

ARTICLE 1.

Architect/Engineer agrees to perform basic professional services as hereinafter set forth and in accordance with RFQ#AE HOURLY-2019.

ARTICLE 2.

- 2.1. Owner agrees to pay Architect/Engineer, as compensation for his basic service, a per hour rate according to the schedule listed in Exhibit A.
 - 2.1.1. There is no mark up rate allowed for other reimbursables.
- 2.2. Mileage shall not exceed the distance calculated by Google® maps from Architect/Engineer’s office to 1936 North Street, Nacogdoches, Texas.
- 2.3. If Architect/Engineer is combining travel for jobs with Stephen F. Austin State University and another client, the starting point for mileage shall be the closer of Architect/Engineer’s office or the other client’s address.
- 2.4. The Architect/Engineer basic services are to be provided to the Stephen F. Austin State University Facilities Maintenance Department regarding various questions or problems relating to architectural and engineering problems. These services are further defined but not limited by article 3.
- 2.5. Architect/Engineer basic services may include architectural and engineering services related to major new construction or renovations. Rates for major new construction or renovations will be negotiated as needed.

- 2.6. Any work begun under this Agreement shall continue to be billed at the rates stated herein until the project is completed. These rates are only effective for any projects beginning upon the last date of signature or later.

ARTICLE 3. SERVICES OF THE ARCHITECT/ENGINEER

- 3.1. Architect/Engineer's services consist of those services performed by Architect/Engineer, Architect/Engineer's employees and Architect/Engineer's consultants.
- 3.2. Architect/Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- 3.3. Owner shall request the desired work for each Project. Architect/Engineer's work may include but not be limited to:
- 3.4. BASIC SERVICES
 - 3.4.1. Conferring with Owner to ascertain the requirements and limitations of the Project and inspection of the Project site or sites.
 - 3.4.2. Reviewing the scope and assisting Owner in Owner's work of providing the necessary topographic or boundary surveys, aerial surveys, as-builts, soil surveys, etc., if applicable.
 - 3.4.3. Advising Owner of any needed documents including but not limited to plans, elevations and other drawings, and outline specifications, to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, type of structure, mechanical and electrical systems and such other Work as may be required.
 - 3.4.4. Preparing any required document as outlined above and as requested by Owner. All documents prepared must be reviewed and approved by Owner.
 - 3.4.5. Assisting in the preparation of bidding forms, conditions for contracts, and form of agreement between Owner and individual contractor(s).
 - 3.4.6. Assisting Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
 - 3.4.7. Furnishing Owner all necessary copies of the approved Plans, Specifications, Notices to Bidders and Proposal forms required for bidding.
 - 3.4.8. Making periodic visits to the site as necessary to familiarize himself generally with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Architect/Engineer, he shall notify Owner or take such other steps to guard Owner against defects and deficiencies in the Work of Architect/Engineer. Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences or procedure, or for safety precautions and programs in connection with the Work, and

Architect/Engineer shall not be responsible for individual contractors' failure to carry out his responsibilities to Owner, but shall be responsible for determining that the Work is in accordance to the Plans and Specifications.

- 3.4.9. Preparing Record Drawings for the Work, and furnishing computerized records of as-built drawings suitable for use in Auto Cad in a DXF or Dwg format.
- 3.4.10. Providing financial feasibility, appraisals, rate studies, or other special economic studies.
- 3.4.11. Providing master planning surveys.
- 3.4.12. Making measured drawings of existing construction when required for planning additions or alterations thereto.
- 3.4.13. Providing interior design and other services required for or in connection with the selection of furniture and furnishings.
- 3.4.14. Providing services as an expert witness at the request of Owner in connection with any public hearing, arbitration proceeding, or other proceeding of a court.
- 3.4.15. Any additional service cost shall be agreed to and authorized in writing by Owner before the work is performed.
- 3.5. Architect/Engineer must certify that each applicable project complies with the Energy Conservation Design Standards developed by the State Energy Conservation Office in accordance with Texas Administrative Code Title 34, Part 1, Chapter 19, Subchapter C, Sections 19.31-19.34.

ARTICLE 4. OWNER'S RESPONSIBILITY

- 4.1. Owner shall provide initial program information regarding his requirements for the Project.
- 4.2. Owner or his authorized representative shall examine documents, submitted by Architect/Engineer.
- 4.3. When required for the Project, Owner shall furnish to Architect/Engineer complete and accurate boundary surveys and topographic maps giving, as applicable, grades and lines of streets and other physical features, both on and adjoining site, boundaries and contours of land, rights-of-way, restriction, easements, deed restrictions, locations, dimensions and complete data pertaining to existing buildings, location of trees, and full information concerning available utility services, public and private.
- 4.4. When required for the Project, Owner shall provide soil borings and laboratory testing services, including required test interpretations, test data and reports.

- 4.5. The services, information, surveys and reports required by paragraphs 4.3 and 4.4 inclusive, shall be furnished at Owner's expense, and Architect/Engineer shall be entitled to rely on the accuracy thereof. Owner may, at his option, request that Architect/Engineer provide services under 4.3 and 4.4, and reimburse Architect/Engineer according to the Article 2.

ARTICLE 5. PAYMENTS TO ARCHITECT/ENGINEER

- 5.1. Payments of basic hourly fees shall be made within thirty (30) days of the completion and invoicing of services performed. Notwithstanding anything stated herein, payment of invoice for services may be delayed if Owner disputes the invoice or acceptance of the services as performed. Additionally, payment or services shall not be construed as acceptance. Failure to dispute or give notice of non-acceptance of the work by Owner shall not constitute a waiver thereof.
- 5.2. If any Work designed or specified by Architect/Engineer is abandoned or suspended, in whole or in part, Architect/Engineer is to be paid for services performed to the point of abandonment or suspensions provided that such abandonment or suspension is not caused by the negligence of Architect/Engineer.
- 5.3. Payment Terms. Payment terms for amounts due from Owner to Architect/Engineer under this Agreement (including, but not limited to due dates, late fees and interest) are governed by Chapter 2251 of the Texas Government Code. Owner is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.
- 5.4. Tax Exemption. Owner is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.
- 5.5. Reimbursable Expenses
 - 5.5.1. Reimbursable Expenses are in addition to compensation for Basic Services and include expenses incurred by Architect/Engineer, Architect/Engineer's employees and Architect/Engineer's consultants in the interest of the Project. Reimbursable expenses include but are not limited to:
 - 5.5.2. Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
 - 5.5.3. Expense of reproductions, postage and handling of Drawings, Specifications and other documents.
 - 5.5.4. If authorized in advanced by Owner, expense of overtime work requiring higher than regular rates.
 - 5.5.5. Expense of rendering, models and mock-ups requested by Owner.

- 5.5.6. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the owner in excess of that normally carried by Architect/Engineer and Architect/Engineer's consultants.

ARTICLE 6. TERM OF AGREEMENT

- 6.1. This agreement shall be valid from date of last signature through October 31, 2022 with the fee structured to be negotiated annually.
- 6.2. This agreement may be renewed for up to three additional one-year periods.

ARTICLE 7. TERMINATION OF AGREEMENT

- 7.1. This Agreement may be terminated by either party upon seven (7) calendar days written notice should the other part fail substantially to perform in accordance with its terms through no fault of the other. The Agreement may also be terminated by Owner should the Texas Legislature fail to appropriate funds. Notwithstanding anything to the contrary, Owner's Board of Regents may terminate this Agreement without cause should it be determined in the best interest of the University and the State of Texas.
- 7.2. Architect/Engineer may terminate the Agreement without cause by giving Owner thirty (30) days written notice.
- 7.3. Either party shall have the right to terminate this Agreement without penalty upon mutual agreement of both parties.
- 7.4. In the event of termination, which is not the fault of Architect/Engineer, Architect/Engineer shall be paid for services performed to termination date. Architect/Engineer shall then collect and arrange all outstanding project data and other information generated to date of termination and deliver this information to Owner.

ARTICLE 8. OWNERSHIP OF DOCUMENTS

- 8.1. At the completion or termination of services performed for each project by Architect/Engineer, any documents including but not limited to a clear set of reproducible drawings, one printed copy of Specifications, or marked Record Drawings, shall be delivered to Owner as 'works made for hire' and are the property of Owner.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1. Owner and Architect/Engineer each binds himself, his partners, successors, assigns and legal representatives to the other part to this Agreement and to the partners, successors, assigns and legal representatives of such other part in respect to all covenants of this Agreement. Neither Owner nor Architect/Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Owner's Regents and employees shall at all times be construed as working in their official capacities and do not hereby bind themselves to individual liability.
- 9.2. **ARCHITECT/ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS OWNER AND ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS,**

OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OR OMISSIONS OF ARCHITECT/ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION, PERFORMANCE OR ENFORCEMENT OF THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, CONTRIBUTION PAYMENT FOR LIABILITY ARISING OUT OF SUCH ACTS OR OMISSIONS. ARCHITECT/ENGINEER FURTHER WARRANTS THAT ALL PLANS AND SPECIFICATIONS DEVELOPED ON BEHALF OF OWNER PURSUANT TO THIS CONTRACT ARE ACCURATE, COMPLETE, AND SUFFICIENT FOR THE PURPOSES THEY WERE DESIGNED IN ACCORDANCE WITH PRUDENT ARCHITECTURAL OR ENGINEERING PRACTICES.

- 9.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Disputes shall be determined by a court of competent jurisdiction in Nacogdoches or Angelina County, Texas.
- 9.4. In case of one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.5. The right and remedies herein granted to Owner in the event of default or breach are cumulative, and the exercise thereof shall be without prejudice to the enforcement of any other right or remedy authorized by the law or this Agreement.
- 9.6. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any part, or anyone acting on behalf of any parts, which are not included herein, and that no other agreement, statement, or promise not contained in the Agreement, shall be valid or binding. Although drawn by Owner, this contract shall, in the event of dispute over its meaning or application, be fairly and reasonably interpreted, and neither more strongly for or against either party.
- 9.7. Architect/Engineer agrees that design and construction documents shall comply with legally required building codes and standards, including, but not limited to, the Americans with Disabilities Act.
- 9.8. Architect/Engineer shall maintain \$1,000,000 professional liability insurance and provide proof thereof to Owner.

- 9.9. Notwithstanding anything to the contrary herein, all provisions of this contract shall be subject to any limitations or requirements otherwise stipulated by law for agencies and institutions of the State of Texas.
- 9.10. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by Owner and Architect/Engineer to attempt to resolve any claim for breach of contract made by Architect/Engineer that cannot be resolved in the ordinary course of business. The Vice President for Finance and Administration of Owner shall examine Architect/Engineer's claim and any counterclaim and negotiate with Architect/Engineer in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Architect/Engineer, (ii) neither the issuance of this Contract by Owner nor any other conduct, action or inaction of any representative of Owner relating to this contract constitutes or is intended to constitute a waiver of Owner's or the state's sovereign immunity to suit; and (iii) Owner has not waived its right to seek redress in the courts.
- 9.11. **Architect/Engineer has submitted a HUB Subcontracting Plan in accordance with RFQ#AE HOURLY-2019. If there are any changes related to the HUB Subcontracting Plan, a revised plan shall be submitted for review and approval.**

HUB Subcontracting Plan documentation shall be submitted to the SFASU HUB Coordinator upon initiation of each project.

It is not required that subconsultants be used solely for the purpose of HUB subcontracting, but rather when subconsultants are used, Architect/Engineer shall make a good faith effort to utilize HUBs where possible.

Monthly HUB Subcontracting Plan Progress Reports must be submitted documenting subcontractors utilized or self performing. Reports are required monthly even if there is no payment activity. Failure to submit the monthly reports by the deadline stipulated by the HUB Coordinator or his/her designee shall result in payments being withheld until such reports are received.

- 9.12. Architect/Engineer is hereby advised that the University maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; reference University Policies 2.7, Fraud and 17.22, Purchasing Ethics and Confidentiality.
- 9.13. Eligibility to Receive Payment. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code,

Architect/Engineer certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that Owner may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.

- 9.14. Tax Certification. If Architect/Engineer is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), then Architect/Engineer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Architect/Engineer is exempt from the payment of those taxes, or that Architect/Engineer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 9.15. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Architect/Engineer agrees that any payments owing to Architect/Engineer under this Agreement may be applied directly toward any debt or delinquency that Architect/Engineer 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.
- 9.16. Conflict of Interest. Architect/Engineer and each person signing on behalf of Architect/Engineer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of Owner’s Board of Regents, nor any employee or person, whose salary is payable in whole or in part by Owner, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- 9.17. Products and Materials Produced in Texas. If Architect/Engineer will provide services under this Agreement, Architect/Engineer covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Architect/Engineer will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 9.18. Subcontracts. If Architect/Engineer subcontracts any of the work set forth in this Agreement, Architect/Engineer shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of this Agreement. Architect/Engineer will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in this Agreement.
- 9.19. 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 Owner (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner will issue written notice to Architect/Engineer and Owner may terminate this Agreement without further duty or

obligation hereunder. Architect/Engineer acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

- 9.20. State Auditor's Office. Architect/Engineer understands that acceptance of funds under this Agreement 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 Section 51.9335(c), Texas Education Code. Architect/Engineer agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Architect/Engineer will include this provision in all contracts with permitted subcontractors.
- 9.21. Access to Public Information. Architect/Engineer is required to make any information created or exchanged with the Stephen F. Austin State University pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to Owner. Architect/Engineer acknowledges that Owner may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- 9.22. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF STEPHEN F. AUSTIN STATE UNIVERSITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON YOUR PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON STEPHEN F. AUSTIN STATE UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 9.23. Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of this Agreement between Owner and Architect/Engineer, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to Owner beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the Laws of the United States.

- 9.24. Confidentiality. During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Architect/Engineer may come in contact with confidential information of Owner. Architect/Engineer agrees to treat as confidential the information or knowledge that becomes known to Architect/Engineer during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by Owner. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Architect/Engineer shall promptly notify Owner of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to Owner all confidential information in Architect/Engineer's possession or control. Architect/Engineer shall further comply with all Owner information security policies that apply.
- 9.25. Title IX. Owner strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and Owner's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Owner-controlled property, including institutions and entities with whom Owner places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: (1) report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; (2) cooperate with Owner's Title IX investigation; and (3) cooperate fully with all sanctions that Owner may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Owner reserves the right to take appropriate action, including, but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business of contractual relationships.
- 9.26. Publicity. Architect/Engineer shall not use Owner's name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving Owner's prior written approval.
- 9.27. Compliance. Architect/Engineer shall observe and abide by all applicable local, state, and federal laws, regulations, and Owner policies and procedures.
- 9.28. U.S. Department of Homeland Security's E-Verify System. By entering into this Agreement, Architect/Engineer certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Architect/Engineer to perform work pursuant to the

Agreement within the United States of America. Architect/Engineer shall provide, upon request of Owner, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Architect/Engineer, and Architect/Engineer's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of Owner and at no fault to Owner, with no prior notification. Architect/Engineer shall also be responsible for the costs of any re-solicitation that Owner must undertake to replace the terminated Agreement.

9.29. Israel Non-Boycott Verification. To the extent that Section 2270.002, Texas Government Code applies, Architect/Engineer hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement, as that term is defined by Section 808.001(1), Texas Government Code.

9.30. Contracts with Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, the day and year first above written.

ATTEST

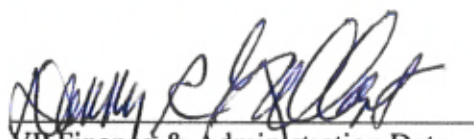
Secretary
Seal (if incorporated)



Estes, McClure & Associates, Inc.



Principal Date
10/29/19



VP Finance & Administration Date
Stephen F Austin State University
10/17/19

Exhibit A

Rates for Estes, McClure & Associates, Inc.:

Professional Engineer	\$225/hour
Project Manager/Designer	\$150/hour
Construction Admin/Commissioning	\$130/hour
CADD Draftsmen	\$90/hour
Administration	\$75/hour