

STAND-BY PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES

This Agreement is made and entered into by and between the **NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT** ("District") an Independent School District and political subdivision of the State of Texas and _____ by and through its designated representative. ("Surveyor"), The Surveyor and District may be referred to herein collectively as the "Parties", to provide Surveying Services on an as-needed basis for various District Bond and other Construction projects.

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges and obligations herein contained, District and Surveyor do hereby agree as follows:

I. PERIOD OF SERVICE

1.1 This Agreement shall take effect upon execution by both Parties and continue in full force and effect for the period of five (5) years ("Term"). The term is contingent upon available funding.

1.2 The services to be provided under this Contract are to be requested on an as-needed basis, based on the requirements of the District. Surveyor shall not commence work on any specific Project until establishment of the Scope of Services in a Requirements Work Order in accordance with Article II. herein, and the issuance of a Notice to Proceed for that Project.

1.3 The Owner is the Board of Trustees of the New Braunfels Independent School District, and is referred to throughout this Agreement as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

II. ESTABLISHMENT OF SCOPE OF SERVICES FOR SPECIFIC PROJECTS

2.1 Surveyor, in consideration for the compensation herein provided, shall render surveying services in connection with various construction projects for the District. Surveyor's work will consist of the following:

2.1.3 Surveying: The District in the course of routine activities frequently needs surveying services to be performed which may include site planning/topographic, boundary surveys (including for title purposes), tree surveys, surveys for preliminary platting, and other necessary land surveying tasks, as specified by the District, including but not limited any of the following as specified in Requirements Work Order, in general the scope of the various surveys include conducting:

- Construction Surveying: Prepare limited land survey locating structures within a Property; measuring and mapping walls, buildings roads, and utilities within the specified space to assist construction personnel in dealing with the located items during construction. Supervise and provide guidance to field staff. Report on survey results and present findings to clients
- Site Planning/Topographic Surveys: Prepare survey with detailed ground topographic information for the area, spot elevations across the site at an approximate 20 foot square grid and at all grade breaks b.) above grade utilities, including but not limited to overhead electrical, telephone, cable, street lighting, and other electrical and communications equipment; location and rim elevations of sanitary and storm sewer structures, water main valves, and hydrants; gas valves and all other above grade utility equipment; c.) location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving or on property; location of catch basins and manholes and inverts of pipe at each; same at or in boundary streets; d.) Contours provided at 1 foot intervals with error not to exceed one-half contour interval e.) Plotted location of structures, man-made and natural features; floor elevations at each entrance of building on property; f.) existing fences, walls and light standards g.) Location, size, depth and pressure of water and gas mains, and other utilities serving or on the property, valves, meters; h) Location of fire hydrants

available to property and size of main serving each; i) traffic devices, signs, in connection with boundary streets trees over 6" in diameter; j) Elevation certificate for flood insurance purpose (FEMA) coordination & documentation associated with phase I and phase II real estate. Supervise and provide guidance to field staff. Report on survey results and present findings to clients

- Tree Surveys: Locate all trees 12" in diameter and larger within the boundaries of the school property identified by District and add this information survey or CADD drawing. Any information provided by an arborist having jurisdiction of the Project location may also be requested. (Species, tree number). Supervise and provide guidance to field staff. Report on survey results and present findings to clients
- Underground Utility Surveys: Collect relevant data from District to help identify existing surface and subsurface conditions and facilitate engagement of underground utility locator to mark utilities within the boundaries of each construction site. Prepare an "As Built" underground survey of the site. The Utility Survey is to include all underground utilities and visible references to underground features as marked by underground locating firm that can reasonably be found, including but not limited to a) rim elevation and in and out inverts locations and elevations; b) locations of on-site Sanitary Sewer lines c) Locations and sizes of on-site Storm Drainage lines; d) locations of on-site Gas Piping; e) locations of on-site Water Lines; f) locations of site electrical conduits; g) valves, overhead utility lines, pumps, manholes, transformers, etc.; h) locations of onsite cable and fiber. Note: if any of these utilities do not exist within or directly adjacent to the survey area, surveyor shall locate the nearest available service connection which can be used for future service to site.
- At a minimum, the following data will then be added to the base aerial CADD drawing: a) Rim and invert locations and elevations; b) Locations of on-site Sanitary Sewer lines c) Locations and sizes of on-site Storm Drainage lines; d) Locations of on-site Gas Piping; e) Locations of on-site Water Lines; f) Locations of site electrical conduits; g) Valves, overhead utility lines, pumps, manholes, transformers, etc.
- Boundary Surveys: Perform a boundary survey of the subject property to establish the calculated location of the existing property lines. Upon completion of analysis of the field data, Surveyor will prepare a drawing showing the boundaries and known, plotable easements as required for the Project as requested.
- ALTA/NSPS Land Title Surveys: Provide on the ground staked plat of survey and metes-and-bounds description of the subject Real Estate to be purchased or sold to include the location of all easements in accordance with current ALTA standards and specifications and those published by the Texas Society of Professional Surveyors for the Survey Category.

The Surveyor shall perform its services consistent with the professional skill and care ordinarily provided by competent Surveyor practicing in the same or similar locality under the same or similar circumstances and with the same professional license. The Surveyor shall further perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services required herein and as specified in the Construction Documents and Specifications. Surveyor shall provide accurate and appropriate information to the construction team as testing progresses sufficient to facilitate accurate design and construction of the Projects. Surveyor shall prepare a final report in accordance with the industry standards and requirements or such other industry procedural.

2.2 The specific Scope of Services for each Project shall be described in a Requirements Work Order ("RWO") for the specific Project, which shall also establish the a not-to-exceed cost for Surveyor's basic services negotiated with the District Representative at the time. The RWO shall be completed for each Project, in a form substantially similar to the one attached hereto as **Exhibit 1**. Upon completion and execution by both parties the RWO shall be and deemed incorporated herein by reference as if fully set forth.

2.3 The Surveyor following notification of a need by the District Representative shall meet with the District's Representative and the Project Design Professional (if any is under contract for the Project) regarding the scope of Project, ("Scope Meeting"). Surveyor shall provide a final written summary of the Surveyor's services required by the Project's scope. The final Scope of Services agreed upon by the Surveyor and the District Representative, as well as a not to exceed fee for Surveyor's Basic Services, as

negotiated by the Parties, shall be incorporated into the Requirements Work Order for the Project.

2.4 Surveyor shall be licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required by the District Representative or Surveyor for orderly coordination of the Project. All submittals shall carry the signature and seal; or, in the case of progress submittals or incomplete submittals, an appropriate disclaimer with the responsible Surveyor's name and license number and, adjacent thereto, the date of the submittal. Persons retained by Surveyor to perform work pursuant to this Agreement shall be employees or subconsultants of Surveyor.

2.5 Surveyor shall complete all Project work in compliance with this Agreement, in a timely fashion consistent with the construction schedule and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project.

2.6 Should the scope of the Project subsequently change, either party may request a review of the anticipated services, with an appropriate adjustment in fees; however, such adjustment cannot exceed the maximum allowed for additional services in Article IV, COMPENSATION, and cannot substantially alter the original scope of this Agreement.

III. COORDINATION WITH THE DISTRICT

3.1 Surveyor shall hold periodic conferences with District's representative, so that its work will be performed in a manner consistent with the District's needs, current policies and standards. The District shall make available, for Surveyor's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and components subject to testing, and to this Project as may be requested by Surveyor at no cost to Surveyor, but does not warrant the accuracy of such documents.

3.2 The District's representative shall act on behalf of District with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define District's policies and decisions with respect to materials, equipment elements and systems pertinent to Surveyor's services.

3.3 The District shall provide written notice to the Surveyor of any errors or omissions discovered in the Surveyor's services, or performance, or of any development that affects the scope or timing of Surveyor's services.

3.4 Surveyor shall complete all applications and furnish all required data, as set forth in the Scope of Services, compiled by Surveyor for District's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Projects, as may be necessary for completion of the Project. Surveyor shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article IV, COMPENSATION.

IV. COMPENSATION

4.1 For and in consideration of the services to be rendered by Surveyor, District shall pay Surveyor a not-to-exceed fee set out in the executed Requirements Work Order for the Scope of Services established therein. Nothing contained in this Agreement shall require District to pay for any unsatisfactory work, as determined by District's representative, or for work that is not in compliance with the terms of this Agreement. The District shall not be required to make any payments to Surveyor at any time Surveyor is in default under this Agreement.

4.2 Basis For Compensation and Invoicing. During the course of a Project, the Surveyor shall submit monthly invoices for work performed and completed which has not been included on previous invoices. Payments shall be made to the Surveyor in accordance with the Requirements Work Order for the Project, the Fee for Basic Services established therein and the Texas Prompt Payment Act. The scope and quantity of the services provided will be dependent upon services actually authorized and required by the District.

4.4 Additional Professional Services. Surveyor may be required to perform the additional services in connection with a particular Requirements Work Order. Compensation for such additional services shall be subject to prior approval of the District and approval of the Board of Trustees if additional funds not provided for in the initial budget are required to cover such services. Should Surveyor be directed in writing by District's representative to perform these services, compensation shall be paid by District to Surveyor as authorized in writing by District's representative.

V. OWNERSHIP AND RETENTION OF DOCUMENTS AND ACCESS TO LAB RESULTS

5.1 Upon completion or termination of the Project, or upon request by the District, all documents and information, in whatever form, given to, prepared or assembled by the Surveyor in connection with its performance of its duties under this Agreement shall become the sole property of the District and shall be delivered at no cost to the District without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The District shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Surveyor may make copies of any and all documents for its files, at its sole cost and expense. Surveyor shall not be liable for any unauthorized reuse or modification of its documents, reports or other work products.

5.2 The Surveyor agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed. In addition, the Surveyor shall maintain an acceptable cost accounting system during the term of this Agreement. The Surveyor agrees to provide the District or its authorized representatives, access to any books, documents, papers and records of the Surveyor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.3 Surveyor shall notify District, immediately, in the event Surveyor receives any requests for information from a third-party, which pertain to the documentation and records referenced herein. Surveyor understands and agrees that District will process and handle all such requests.

VI. TERMINATION OF AGREEMENT

6.1 Termination Without Cause.

6.1.1 This Agreement may be terminated by District without cause, prior to District's representative giving Surveyor written Notice to Proceed, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Surveyor.

6.1.2 This Agreement may be terminated by the District at any time after issuance of the District's representative's Notice to Proceed, either for the District's convenience or because of Surveyor's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the District.

6.1.3 If the termination is for the convenience of the District, following inspection and acceptance of Surveyor's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Surveyor shall not, however, be entitled to lost or anticipated profit on unperformed services, should District choose to exercise its option to terminate, nor shall Surveyor be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the District's notice of termination and the actual termination date.

6.1.4 If the termination is due to Surveyor's failure to fulfill its obligations, the District may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Surveyor shall be liable to the District for any additional cost occasioned to the District thereby.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Surveyor had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3 of this clause.

6.1.6 The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.1.7 This Agreement may be terminated by the Surveyor, at any time after issuance of the District's representative's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

6.2 Defaults With Opportunity for Cure. Should Surveyor fail, as determined by the District's representative, to satisfactorily perform the duties set out in Article II. SCOPE OF SERVICES; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Surveyor shall have ten (10) calendar days after receipt of the written notice to cure such default. If Surveyor fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, District shall have the right, without further notice, to terminate this Contract in whole or in part as District deems appropriate, and to contract with another Surveyor to complete the work required by this Agreement. District shall also have the right to offset the cost of said new agreement with a new Surveyor against Surveyor's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of District to mitigate its losses.

6.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Surveyor given in accordance with the notice provisions contained in this Agreement, District may immediately terminate this Contract, in whole or in part, "for cause":

6.3.1 Surveyor makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder; or

6.3.2 Surveyor violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

6.3.3 Surveyor fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure; or

6.3.4 Surveyor violates any rule, regulation or law to which Surveyor is bound or shall be bound under the terms of this Agreement; or

6.3.5 Surveyor attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.

6.3.6 Surveyor ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Surveyor's assets or properties.

6.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Surveyor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may

designate, at no additional cost to District. Upon the effective date of expiration or termination of this Agreement, Surveyor shall cease all operations of work being performed by Surveyor, or any of its subconsultants, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Surveyor, in connection with the services rendered by Surveyor under this Agreement, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Surveyor's sole cost and expense. Payment of compensation due or to become due to Surveyor is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Surveyor shall submit to District its claims, in detail, for the monies owed by District for services performed under this Agreement through the effective date of termination. **Failure by Surveyor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Surveyor of any and all right or claims to collect moneys that Surveyor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

6.7 Termination Not Sole Remedy. In no event shall District's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Surveyor for any default hereunder or other action.

VII. SUSPENSION OF WORK UNDER AGREEMENT

7.1 Right of District to Suspend. District may suspend this Agreement for any reason, with or without cause, upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Surveyor of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

7.2 Surveyor's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Surveyor shall have the right to terminate this Agreement. Surveyor may exercise this right to terminate by issuing a written Notice of Termination to the District, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by District and such termination shall be subject to all the requirements set out in Paragraphs 6.5 and 6.6 above, related to the Orderly Transfer and Fee Payment.

7.3 Procedures Upon Receipt of Notice of Suspension.

7.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Surveyor shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

7.3.2 Surveyor shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

7.3.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the District but shall be retained by Surveyor until such time as Surveyor may exercise the right to terminate.

7.3.4 During the period of Suspension, Surveyor shall have the option to at any time submit the above referenced statement to the District for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the District under this Agreement, adjusted for any previous payments of the fee in question.

7.3.5 In the event Surveyor exercises its right to terminate this Agreement at any time after the effective Suspension date, Surveyor shall submit, within forty-five (45) calendar days after receipt by District of Surveyor's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Surveyor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Surveyor of any and all right or claims to collect moneys that Surveyor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.3.6 Upon the above conditions being met, the District's review of the submissions and finding the claimed compensation to be appropriate to the terms of this Agreement, the District shall pay Surveyor that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the District, adjusted for any previous payments of the fee in question.

VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of any work under this Agreement, Surveyor shall furnish an original completed Certificate of Insurance to District's representative, which shall be clearly labeled with the Project name and which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. District shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to District's representative, and no officer or employee shall have authority to waive this requirement.

8.2 The District reserves the right to review the insurance requirements of this Article during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the District based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the District allow modification whereupon the District may incur increased risk.

8.3 Surveyor's financial integrity is of interest to District, therefore, subject to Surveyor's right to maintain reasonable deductibles in such amounts as are approved by District, Surveyor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Surveyor's sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to District, in the following types and amounts:

<u>Professional Liability:</u>	\$1,000,000 per occurrence and \$2,000,000 in the aggregate If written on a claims made basis, Surveyor shall provide coverage for an additional 25 months after the final completion date of the contract
<u>Commercial General Liability:</u>	
Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00 each person
<u>Automobile Liability:</u>	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence. This limit may be met by a combination of primary and excess liability policies.
<u>Surveyor's Consultants</u>	\$500,000
<u>Umbrella Coverage:</u>	\$5,000,000.00

8.4 The General Liability and Automobile issued in the name of Surveyor shall also name the District as an additional insured. The coverage afforded to the additional insured under the policy or policies

shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to District, with District's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Surveyor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

8.5 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of District.

8.6 The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Surveyor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to District at the address provided in this Agreement for Notice, within ten (10) days of the requested change. Surveyor shall pay any costs incurred as a result of said changes.

8.7 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Surveyor shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Surveyor knows of said change in advance, or ten (10) days notice after the change, if the Surveyor did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to District at the address provided in the Notice section of this Contract.

8.8 If Surveyor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Surveyor to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Surveyor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Surveyor to stop work hereunder, and/or withhold any payment(s) which become due to Surveyor hereunder until Surveyor demonstrates compliance with the requirements hereof. A stop work order given to Surveyor by District in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

8.9 It is agreed that Surveyor's insurance shall be deemed primary with respect to any insurance or self insurance carried by District for liability arising out of operations under this Agreement.

8.10 Nothing herein contained shall be construed as limiting in any way the extent to which Surveyor may be held responsible for payments of damages to persons or property resulting from Surveyor's or its subcontractors' performance of the work covered under this Agreement.

IX. INDEMNIFICATION

9.1 Surveyor (for purposes of this Section referred to as Licensed Surveyor) whose work product is the subject of this contract for surveying services and other related professional services, agrees to INDEMNIFY AND HOLD DISTRICT, ITS OFFICERS AND EMPLOYEES, HARMLESS against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY LICENSED SURVEYOR'S NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSED SURVEYOR, ANY AGENT, OFFICER EMPLOYEE, SURVEYOR OR SUBCONSULTANT OF LICENSED SURVEYOR AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES while in the exercise of performance of the rights or duties under this Agreement.

9.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of District, its trustees, officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LICENSED SURVEYOR AND DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

9.3 Licensed Surveyor shall promptly advise the District, in writing, of any claim or demand against the District or Licensed Surveyor known to Licensed Surveyor related to or arising out of Licensed Surveyor activities under this contract.

9.4 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

X. SURVEYOR'S LIABILITY AND STANDARD OF CARE

10.1 Services provided by Surveyor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locale. Acceptance of reports or other documents by District shall not constitute nor be deemed a release of the responsibility and liability of Surveyor, its employees, associates, agents or subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by District for any defect or error in testing, reports, or assessments and work performed by Surveyor, its employees, subconsultants, and agents.

XI. SURVEYOR'S WARRANTY UNDER THE PROFESSIONAL SERVICES PROCUREMENT ACT

11.1 Surveyor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Surveyor to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Surveyor, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the District shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Surveyor found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the District from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing District employment of surveying and other professionals. Accordingly, Surveyor further pledges and warrants its best and most competent professional efforts to secure to the District the benefits of the agreement.

XII. ASSIGNMENT OF RIGHTS OR DUTIES

12.1 By entering into this Agreement, District has approved the use of subcontractors, if any, identified in Surveyor's Proposal. No further approval shall be needed for Surveyor to use such subcontractors as are identified in Surveyor's Proposal.

12.2 Except as otherwise required herein, Surveyor may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of District. Engineering services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the District. Any other services to be performed under this Agreement may be subcontracted upon the written approval of District's representative. As a condition of consent, if same is given, Surveyor shall

remain liable for completion of the services outlined in this Agreement in the event of default by the successor Surveyor, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by District in accordance with this Article.

12.3 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Surveyor assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, District may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Surveyor shall thereupon cease and terminate, notwithstanding any other remedy available to District under this Agreement. The violation of this provision by Surveyor shall in no event release Surveyor from any obligation under the terms of this Agreement, nor shall it relieve or release Surveyor from the payment of any damages to District, which District sustains as a result of such violation.

12.4 Surveyor agrees to notify District's representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to District under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VI, TERMINATION.

XIII. INDEPENDENT CONTRACTOR

13.1 Surveyor covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of District; that Surveyor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subconsultants; that the doctrine of respondeat superior shall not apply as between District and Surveyor, its officers, agents, employees, contractors, and subconsultants, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Surveyor.

13.2 No Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with District or Surveyor or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Surveyor.

XIV. NOTICES

14.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service (e.g. Federal Express) for expedited delivery to be confirmed in writing by such courier.

If intended for District, to:

New Braunfels Independent School District
ATTN: Superintendent
1000 N. Walnut Avenue
New Braunfels, Texas 78130

If intended for Surveyor, to:

XV. WORK ON SCHOOL DISTRICT PREMISES

15.1 To the extent that the Work may be performed in connection with an educational facility which is currently occupied and in use, it is imperative that Surveyor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Surveyor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Surveyor shall exercise the utmost skill and judgment to ensure that testing activities will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Surveyor recognizes that the ongoing District activities in proximity with its activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Surveyor. Surveyor understands and accepts the difficulties and the cost associated with working in an existing facility and the potential delays and disruptions in its Work, and has considered such constraints in the negotiation of this Agreement.

15.2 The Surveyor shall be responsible for the actions of Surveyor's agents, employees and all sub-consultants working under it. The Surveyor agrees that if the site where work is to be performed is a public school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Sites and shall require adequate dress of the Surveyor's forces consistent with the nature of the work being performed. Sexual harassment of employees of the Surveyor, or employees or students of the District by employees of the Surveyor is strictly forbidden. Any employee of the Surveyor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Surveyor, including removal from the project site.

15.3 The Surveyor agrees, prior to commencement of work, to provide assurance to the District that all employees, subconsultants of the Surveyor who are likely to or will have contact with students have passed a criminal history background check current within the last year.

15.4 Criminal History Records Checks

15.4.1 For purposes of this Section 14.4 (and all subsections), the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

.2 "Covered Employees", shall mean, all employees of Surveyor, as well as employees of Surveyor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

.3 "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Surveyor shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Surveyor's responsibilities as set out herein.

.4 "Opportunity For Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional school district employee. An employee is not considered to have an Opportunity For Direct Contact With Students if: (1) the employee's work does not involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility; and:

a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and

b.the Surveyor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.

c.the Surveyor has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Surveyor's means of informing the relevant parties of the existence of the policy.

d.Surveyor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Surveyor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Surveyor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

.5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

15.4.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Surveyor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the District or such other form approved by the District, Surveyor will arrange with the District to obtain any national criminal history record information ("CHRI") required pursuant to Texas Education Code, Section 22.08341 (the "Statute") on all of Surveyor's employees, independent contractors, agents, or Subcontractors, Surveyor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties and shall reimburse the District for the costs and expenses associated with obtaining the criminal history information. For purposes of this Section 15.3 a person does not have the opportunity for direct contact with students if:

.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility");

.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or

.3 for a public work that involves an existing Instructional Facility:

a. the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and

b. the Surveyor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 15.4.3 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History") shall be disqualified and prohibited from performing any contract duties or services and neither the Surveyor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the District's review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Surveyor

understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the District, and agrees to rely solely on the judgment of the District as to whether the Covered Employee must be excluded from the Project.

§ 15.4.4 Prior to commencement of its work on the Project the Surveyor will provide written certification to the District that either: (1) Surveyor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in this Section of the Agreement as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Surveyor, necessary to secure the information from the District and reimbursed the Surveyor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Surveyor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Surveyor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Surveyor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article VI, Termination.

XVI. CONTRACT CONSTRUCTION

16.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

XVII. FAMILIARITY WITH LAW AND CONTRACT TERMS

17.1 Surveyor represents that, prior to signing this Agreement; Surveyor has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

XVIII. APPLICABLE LAW AND VENUE

18.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

18.2 The obligations of the parties to this Agreement shall be performable in New Braunfels, Comal County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Comal County, Texas.

IXX. SEVERABILITY

19.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

XX. FORCE MAJEURE

20.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by a Force Majeure Event, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

For purposes of this agreement, a Force Majeure event is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the location at which services were to be performed; (b) governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic or other pandemic or epidemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (e) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, including but not limited to the COVID-19 pandemic; (f) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. ("Force Majeure Event").

The party effected by the Force Majeure Event shall provide notice of such party's failure or delay in performance due to a Force Majeure Event to the unaffected party promptly, but no later than five (5) business days after the occurrence of a Force Majeure Event. Such notice shall describe the Force Majeure Event and the actions taken to minimize the impact thereof.

XXI. SUCCESSORS

21.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XXII. NON-WAIVER OF PERFORMANCE

22.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

22.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXIII. PARAGRAPH HEADINGS

23.1 The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXIV. LEGAL AUTHORITY

24.1 The signer of this Agreement for District and Surveyor each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of District and Surveyor respectively, and to bind District and Surveyor to all of the terms, conditions, provisions and obligations herein contained.

XXV. STATUTORY NOTICES

25.1 Pursuant to Texas Government Code Chapter 2270, the Surveyor represents and warrants to the District that the Surveyor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Pursuant to Texas Government Code Chapter 2270, the Surveyor represents and warrants that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Surveyor has misrepresented its inclusion on the Comptroller’s list such omission or misrepresentation will void this Agreement.

25.3 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, to the extent applicable to this Agreement, the Surveyor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payments and acknowledges that this Agreement may be terminated and payment withheld in this certification is inaccurate.

25.4 Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at \$100,000 or more and if Surveyor has at least ten (10) full-time employees, then Surveyor represents and warrants to the District that the Surveyor does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.

25.5 Pursuant to Texas Government Code Chapter 2274, if the contract is valued at \$100,000 or more and if Surveyor has at least ten (10) full-time employees, then Surveyor represents and warrants to the District that the Surveyor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.

XXVI. ENTIRE AGREEMENT

26.1 This Agreement, together with its Attachments embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties.

26.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

Effective on the date of the last signature below (“Effective Date”).

AGREED TO BY:

**DISTRICT:
NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT**

By: _____
Dr. Laurelyn Arterbury, Superintendent

Date: _____

SURVEYOR:

By: _____

Date: _____

(Printed Name and Title)

Federal Tax ID# _____

EXHIBIT 1
Requirements Work Order
Stand-By Professional Services Agreement for
Surveying Services

This Requirements Work Order ("RWO") is executed on this ____ day of _____, 202__, between the **New Braunfels Independent School District** (hereinafter referred to as "District"), and _____, ("Professional"), both of which may be referred to herein collectively as the "Parties", as an amendment to the *Stand-By Professional Services Agreement for Surveying Services* entered into by the Parties on the date of the last signature on the ("Master Agreement").

1. **Purpose.** The purpose of this RWO is to set out the District's project-specific Professional Services requirements for the following project: _____, (the "Project"), including the Scope of Services and establishment of a not-to-exceed price for the required the Professional's Basic Services.

2. **Scope of Work.** The Scope of Services for the Project shall be as set out in **Attachment A**, which is attached to this RWO and incorporated herein by reference.

3. **Not to Exceed Fee.** Professional agrees to provide all Professional Services required to complete the Scope of Services defined in the attached **Attachment A** and the District agrees to pay a fee as follows:

- not to exceed _____ AND ___/100 DOLLARS (\$_____) for such basic services. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Scope of Work attached to this RWO as **Attachment B**.
- a fixed fee of _____ AND ___/100 DOLLARS (\$_____) payable upon completion of the Scope of Services to the District's satisfaction.
- a fixed fee of _____ AND ___/100 DOLLARS (\$_____) payable as follows:

Note: No fee, or any part of a fee, shall be payable prior to the Services or some designated part of the Services being performed to the District's satisfaction.

4. **Additional Services.** The District further agrees to pay for Additional Services (outside the Scope of Work, but related to the Project), in accordance with the hourly rates for Additional Professional Services contained in the Scope of Work attached to this RWO as **Attachment B**. All Additional Services shall be paid based upon a written proposal for such services approved by the District Representative, or the Board of Trustees if required, prior to the performance of such services.

5. **Notice to Proceed.** Professional is hereby authorized to immediately commence performance of its services in accordance with the Master Agreement, this RWO.

EXECUTED ON THIS, THE ____ DAY OF _____, 202__.

DISTRICT:
NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT

PROFESSIONAL:

By: _____
Dr. Laurelyn Arterbury, Superintendent of Schools

By: _____

(Printed Name and Title)
Federal Tax ID # _____

Attachment A
Scope of Services

(To Be Attachment to RWO)

Attachment B
Hourly Rates And Reimbursable Costs

(To Be Attachment to RWO)