



University of Missouri System

«Commitment_Date»

#«ProjectCustom_ProjectNumber» - «Project_Name»

«ProjectCustom_FullnameofCampus»

Enclosed is your Land Surveyor Agreement between Owner and Consultant in connection with the above project. Please electronically sign in our construction management software. An executed copy will be returned to you via email.

When submitting your agreement, you will be required to confirm you have uploaded certificates of insurance or copies of your insurance policies verifying you are covered by:

1. Comprehensive General Liability (CGL)
A CGL policy listing The Curators of the University of Missouri as additional insured in the amounts stated in 2.3.3
2. Auto Liability showing Any Auto **OR** Hired, Owned, and Non-Owned coverage in the amounts stated in 2.3.4.
3. Professional Liability in the amounts stated in 2.3.5 or the value listed on Exhibit A.
4. Worker's Compensation (employer's liability) in the amounts stated in 2.3.6.

The certificates must state, or the policies must be endorsed to read coverage will not be cancelled or altered until after the Owner has received 10 days prior written notice.

Forward all correspondence on this project to «ProcessFields_ProjectManager» as Project Manager. All work and changes to the original written project scope must be approved and authorized by the Project Manager. Other work performed by the Consultant will not be funded.

Please submit invoices for this project using the University's construction management software.

All payment requests for professional services should be forwarded directly to the Project Manager.

UNIVERSITY OF MISSOURI

LAND SURVEYOR AGREEMENT

THIS AGREEMENT is made as of the «Commitment_Date» day of «Commitment_Date» in the year «Commitment_Date» between

The Owner: The Curators of the University of Missouri

and

The Land Surveyor: «COMPANY_NAME»
«PROCESSFIELDS_COMPANYADDRESS»
«PROCESSFIELDS_COMPANYCITY»,
«PROCESSFIELDS_COMPANYSTATE»
«PROCESSFIELDS_COMPANYZIPCODE»

For the following project: #«ProjectCustom_ProjectNumber»
«PROJECT_NAME»
«ProjectCustom_FullnameofCampus»

(hereinafter called the “Project”), as more particularly described in the Project Description contained in Exhibit A, the Consultant Billing Rates in Exhibit B, and the Project Location in Exhibit C, which are attached hereto and incorporated herein by reference. The Owner will employ the Land Surveyor (also hereinafter referred to as the “Consultant”) to perform professional services for the Project on the terms and conditions hereinafter set forth. This Agreement shall commence upon execution of the Agreement and shall expire upon completion of all services described herein.

ARTICLE 1 GENERAL AND CONSULTANT SERVICES

1.1 The Owner and the Consultant, for the consideration hereinafter set forth, agree as follows:

1.2 The Consultant agrees to perform professional land surveying services for the above-named Project as set forth herein and in accordance with the Project Description attached hereto as Exhibit A and the Project Location attached hereto as Exhibit C.

1.3 The Owner agrees to pay the Consultant for such services in the amount set forth in Exhibit A (hereinafter called the "Basic Rate"), subject to the terms set forth herein.

1.4 The Consultant's services under this Agreement shall include conducting the appropriate type of land survey described in Exhibit A in the specified area in Exhibit C, including all necessary field and office work, drafting, clerical and technical support, creating legal descriptions (where applicable), payment of fees (where applicable), and other necessary tasks. The Consultant shall also be responsible for the furnishing of materials, surveying equipment, computers, labor, supervision, required insurance, and other items necessary to provide a complete survey, including drawings and supporting documentation for the scope of work set forth herein.

1.5 The Consultant shall commence work under this Agreement only after written Notice to Proceed is received from the Owner. Work shall be completed and delivered to the Owner within the time specified in Exhibit A. The Consultant understands that time is of the essence and agrees to perform services under this Agreement in a manner that will not cause undue delay in progress and completion of the Project. The Owner shall be notified immediately of any circumstances that may cause a delay in completing the work on schedule.

1.6 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

1.7 Nothing contained in this Agreement shall create a contractual relationship between a third party and either the Owner or the Consultant.

ARTICLE 2 TERMS AND CONDITIONS

2.1 QUALIFICATIONS

2.1.1 Work required by this Agreement shall be performed by qualified personnel working under the direct supervision of a Registered Land Surveyor, licensed to practice in the State of Missouri. Drawings and documents submitted shall bear the Registered Land Surveyor's seal and written certification to that effect. The certification shall also state that, to the best of the Surveyor's knowledge, information, and belief, all survey information shown or documented is true and accurately drawn and conforms to the accuracy standards specified herein.

2.2 DRAWINGS AND DOCUMENTS

2.2.1 The completed survey drawings and documents shall be delivered to the Owner prior to the Consultant making an application for final payment.

2.2.2 All final documentation (drawings, reports, etc.) provided by the Consultant under this Agreement shall become the property of the Owner. The Owner may make and distribute copies of the drawings and other documents as necessary without additional compensation to the Consultant.

2.2.3 Unless otherwise specified, the Consultant shall provide electronic copies of all drawings or other documents in PDF format and/or other the formats designated by the Owner in Exhibit A. In addition, legal descriptions, if any, shall be provided in Word format upon request. Paper copies will only be required if specified in Exhibit A.

2.3 LIABILITY AND INSURANCE REQUIREMENTS

2.3.1 Liability: The Consultant agrees to indemnify, and save harmless The Curators of the University of Missouri and their officers, agents, employees, and volunteers, from and against all loss or expense from any injury or damages to property arising out of the negligent acts, errors, or omissions of the Consultant in the performance of the work required by this Agreement. To the extent a claim, damage, loss, liability, or expense is determined to have been caused by the negligent acts, errors, or omissions of Consultant, Consultant shall reimburse Owner for the reasonable attorneys' fees, costs, and expenses attributable to such negligence as finally determined by settlement, judgment, arbitration award, or other resolution of the claim. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by

any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

2.3.2 Insurance: The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below. The Consultant shall cause each Subconsultant to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner.

2.3.3 The Consultant shall provide Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Subconsultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Subconsultant or by anyone directly or indirectly employed by the Consultant or Subconsultant. The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and \$2,000,000 general aggregate, for both bodily injury and property damage combined.

2.3.4 The Consultant shall provide Comprehensive Automobile Liability that includes coverage for all Owned, Hired, and Non-Owned vehicles. The coverage is to include for protection of the Consultant and Subconsultant or by anyone directly or indirectly employed by either of them. The minimum limit of coverage to be provided is \$1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate.

2.3.5 The Consultant shall provide and maintain Professional Liability Insurance, in a claims made form, to cover claims arising out of the negligent acts, errors and omissions by the Consultant, its Subconsultant, or anyone directly or indirectly employed by them. The coverage provided shall not be less than \$1,000,000 per claim/\$1,000,000 aggregate or the value noted on Exhibit A. The Consultant shall maintain such Professional Liability coverage from the date of this Contract and for a period of ten (10) years after the date of Final Completion.

2.3.6 The Consultant shall provide the following: A: Worker's Compensation Insurance for all the Consultant's employees at the site of the Project, and in case any work is sublet, the Consultant shall require any Subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. This coverage shall comply in all respects with the requirements of the statutes of the State of Missouri.; and B: Employer's Liability, in a limit of no less than \$500,000 for each of the three coverages listed for Employer's Liability.

2.3.7 All insurance coverages procured by the Consultant shall be provided by agencies and insurance companies acceptable to and approved by the Owner. All coverages should be provided by insurance companies that are licensed to do business in the State of Missouri as an admitted carrier, except that the Professional Liability Insurance required herein may be provided by any insurance company legally authorized to do business in the State of Missouri. The form and content of all insurance coverage provided by the Contractor are subject to the approval of the Owner. All required coverages shall be obtained and paid for by the Consultant.

2.3.8 The officers, employees, and agents of The Curators of the University of Missouri are to be Additional Insured with respect to the Commercial General Liability, umbrella/excess and Automobile Liability policies required herein. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the inception date of the contract between the Consultant and the University. The Consultant is required to maintain coverages as stated and required to notify the University of a carrier change or cancellation within two (2) business days. The Consultant shall provide a copy of the policy to the University upon request. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract. Neither the requirement for Additional Insured status nor any of the Consultant's action in compliance with such requirement, either direct or indirect, is intended to be and neither shall be construed as a waiver of any sovereign immunity, governmental immunity or any other type of immunity enjoyed by The Curators of the University of Missouri, the Board of Curators of the University of Missouri, or any of its officers, employees or agents. The Consultant shall request that its insurer(s) include the disclaimer contained in the preceding sentence in any insurance policy, rider or

endorsement issued pursuant to this Additional Insured requirement.

2.3.9 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Owner does not assume any liability for acts of the Consultant, any Subconsultant or their employees in the performance of the Agreement. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subconsultants, the University shall have the right to cancel and terminate the contract without notice. Alternatively, if the Consultant fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, the Owner may obtain such insurance at the cost and expense of the Consultant without notice to the Consultant.

ARTICLE 3 GENERAL SURVEY REQUIREMENTS

3.1 ACCURACY STANDARDS

3.1.1 Precision of the survey work shall be based on current minimum industry standards and practices applicable for the type of land survey being conducted, as set forth later in this Agreement.

3.2 SITE BOUNDARY AND MEANS OF ACCESS

3.2.1 The physical limits of the area to be surveyed and means of access to the site are described or depicted in Exhibit C - Project Location.

3.2.2 The Consultant shall coordinate access to the site with the Owner prior to commencing field work.

3.2.3 Field work shall be conducted only during the hours authorized by the Owner.

3.2.3 The Consultant shall be responsible for obtaining proper permission for required access to any public or private property, other than the Owner's, required to complete the work under this Agreement.

3.3 PROTECTION OF PROPERTY

3.3.1 The Consultant shall take precautions to prevent damage to real and personal property, both visible and concealed, within and adjacent to the survey site. The Consultant shall restore damaged property to the condition existing prior to the

Consultant's entry, including, but not limited to, repair or replacement of site components (above and below ground), lawns, and plantings.

3.4 DRAWING REQUIREMENTS

3.4.1 The Drawing(s) shall include the following: (1) Title block with information including but not limited to, Project name, Owner's Project number, Campus name, Consultant's firm name, sheet number(s), original date and revision date(s) when applicable. Title blocks shall be shown on all sheets; (2) Legend of symbols and abbreviations used; and (3) North arrow and graphic scale on all sheets.

3.4.2 Drawing sheets shall be sized to provide a one (1) inch left hand border and one-half (1/2) inch border on other edges around the drafted area, unless otherwise specified by the Owner.

3.4.3 The Consultant shall obtain approval of the Owner for proposed sheet size, grid spacing (topographic surveys), and scale, prior to preparing the drawings.

3.4.4 Maximum sheet size shall not exceed thirty-six (36) inches (vertical) by forty-eight (48) inches (horizontal). Drawings drafted on multiple sheets shall utilize referenced match lines for continuation and reference between sheets.

3.4.5 Dimensions and elevations shall be shown in feet and hundredths of a foot.

3.4.6 Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise specified by the Owner.

3.4.7 Lettering shall be legible and neat, open, well rounded, of uniform width, and no smaller than eight (8) point in size to facilitate photographic reduction where required.

ARTICLE 4 BOUNDARY SURVEY REQUIREMENTS

4.1 Boundary Surveys shall comply with the current "Missouri Standards for Property Boundary Surveys", found in 2 CSR 90-60 and 2 CSR 20 CSR 2030-16 of the Code of State Regulations (latest edition at the time of Agreement signing), and any other applicable statutes or regulations of the State of Missouri.

4.2 The Consultant shall provide all standard information required by the "Missouri Standards for

Property Boundary Surveys” (latest edition), unless otherwise specified by the Owner in writing. Deletions and/or additions to these requirements (if any), will be listed by the Owner under Project Requirements in Exhibit A to this Agreement.

4.3 The Consultant shall record the area of the survey in square feet if equal to or smaller than one acre, and in acres (to .01 acre) if larger than one (1) acre.

ARTICLE 5 ALTA/NSPS LAND TITLE SURVEY REQUIREMENTS

5.1 If the Owner requests that the Consultant perform an ALTA/NSPS Land Title Survey (“ALTA Survey”), in addition to any applicable Missouri standards, such survey shall be conducted in accordance with the “Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys” or other standards jointly established by the American Land Title Association (ALTA) and the National Society of Professional Surveyors (NSPS), most recent published standards as of the date of the Agreement (“ALTA Standards”).

5.2 The Consultant’s ALTA Survey services shall include the following, and any other mandatory requirements in the ALTA Standards:

- 1) Boundaries: Establish and depict the boundaries of the subject property.
- 2) Improvements: Locate and show all buildings, structures, and other improvements.
- 3) Easements and Rights-of-Way: Identify and depict visible and recorded easements, rights-of-way, and encroachments.
- 4) Access and Egress: Show access points to public roads and any limitations.
- 5) Utilities: Locate visible utility features and note utility providers.
- 6) Legal Description: Provide a metes and bounds legal description if requested.
- 7) Title Commitment Review: Incorporate relevant title exceptions from the title commitment provided by the client or title company.

5.3 If the Owner requests that the Consultant perform any optional services identified in Table A in the ALTA Standards, such optional services shall be set forth Exhibit A to this Agreement or Table A shall be attached hereto and made a part of this Agreement by reference.

ARTICLE 6 TOPOGRAPHIC SURVEY REQUIREMENTS

6.1 Topographic Surveys shall be completed to a level of accuracy acceptable to the Owner and as necessary to satisfy the intended use of the survey information, e.g., base information for site planning, and/or construction of new buildings, roadways, parking lots, athletic fields, etc. As part of the proposal, the Consultant shall identify the accuracy tolerances for vertical and horizontal measurements to be achieved.

6.2 The following requirements shall represent standard information to be included by the Consultant in documenting topographic surveys. Deletions and/or additions to these requirements (if any), will be listed by the Owner in Exhibit A.

6.3 The Consultant shall state the elevation datum and source on each drawing. The location of the benchmark(s) used shall be shown and the elevation indicated to one-hundredth of a foot.

6.4 The Consultant shall record spot elevations at locations and spacing necessary to accurately and completely represent the site topographic features and structures. Maximum spacing for spot elevations shall not exceed the approved grid spacing unless otherwise specified by the Owner. These locations shall include, but shall not be limited to, the following:

- 1) Edges of walks, paths, densely wooded areas, parking areas, and other such areas of significance.
- 2) Centerline and edges of roads and drainage swales.
- 3) Top and bottom of steps, ramps (including landings), retaining walls, curbs, earthen banks, drain inlets, manholes, cleanouts and other accessible utility structures.
- 4) High and/or low points of topographic features such as hills, depressions and earthen berms.
- 5) Corners of building(s), parking areas, roadway and walk intersections; floor elevations at each building entrance, and slab elevations of out buildings and equipment pads.
- 6) Base of trees over four(4) inches in caliper. On sloping sites record average ground elevation at base of trees. Spot elevations are not required at the base of trees in densely wooded areas unless otherwise specified by the Owner.
- 7) Mean elevation of water bodies if present.

8) Any area, feature, or structure where discernable grade change(s) occur.

6.5 The Consultant shall show existing contours at one (1)-foot intervals unless otherwise specified by the Project Coordinator.

6.6 Plotted locations and descriptions including, but not limited to, the following shall be shown:

- 1) All built and natural features, including above and below ground utility systems. Indicate size and depth for lines below ground, direction of flow for sewers and type of above ground lines. Provide the name of the operating authority of each utility.
- 2) Individual trees over four (4) inches in caliper. Include the common (English) name of the tree species and indicate the caliper in inches, plus the branching spread of evergreen species at ground level. For densely wooded areas only, locate sufficient points along perimeter trees to delineate the trunk-line edge(s) of the wooded areas, unless otherwise specified by the Owner.
- 3) Landscape plantings, including individual or group plantings of shrubs, groundcovers, annuals and perennials. Indicate the average height and spread for individual plants and the average height and spread for mass plantings. Indicate the common (English) name and the deciduous or evergreen nature of the plant species.

ARTICLE 7 PAYMENTS

7.1 The Basic Rate shall be the Consultant's compensation for all services rendered hereunder and all expenses of any nature incurred by the Consultant or their representatives or Subconsultants in performing any duties connected with the Project, unless otherwise set forth in this Agreement.

7.2 Payments will be paid in proportion to the services performed, unless otherwise stated in Exhibit A. Payments toward Basic Rate will be made monthly, provided project progress is satisfactory to the Owner, up to an aggregate amount not to exceed ninety percent (90%) of the Basic Rate stated in Exhibit A. Final payment of the remaining ten percent (10%) of the Basic Rate will be made following acceptance of the completed survey(s).

7.3 The Consultant shall provide the Owner with an hourly rate schedule for the Owner's approval, which shall be incorporated into this Agreement as Exhibit B.

7.4 Written authorization from the Owner shall be required prior to performing work in excess of the services described in this Agreement. For work in excess of that described in this Agreement, the Owner will pay the Consultant on an hourly basis based on the rates set forth in Exhibit B.

7.5 Payments for previously approved extra work will be made promptly upon presentation to the Owner of the Consultant's statement of services rendered, and subsequent approval by the Owner.

7.6 The Consultant shall prepare a monthly payment request form (invoice) for all billings. The Consultant shall prepare all invoices in the form requested by the Owner. Invoices based on a time and material fee shall include detailed time entries reflecting work performed by the Consultant, and invoices based on a stipulated sum or fixed fee shall include a summary of significant milestones or work performed by the Consultant for which payment is sought. The Consultant shall include a list of tasks accomplished and the status of work with regard to the Project schedule stated in Exhibit A.

7.7 The Owner shall pay the Consultant within thirty (30) days following the receipt of a proper invoice. If an invoice is incorrect, lacking appropriate documentation of work performed, or otherwise improper under the terms of this Agreement, the Owner will notify the Consultant within a reasonable period of time of discovering the error. The Owner shall pay the Consultant within thirty (30) days of receipt of a corrected invoice. Invoices shall be deemed received by the Owner when uploaded as set forth herein.

7.8 EXAMINATION OF RECORDS

The Owner, and any parties it deems necessary, shall have access to and the right to examine any accounting records of the Consultant involving transactions and work related to this Agreement for three years after final payment hereunder.

7.9 REIMBURSABLE EXPENSES

7.9.1 "Reimbursable expenses" are expenses incurred by the Consultant that are in addition to the Basic Rate, as defined herein. The Consultant shall be paid only for those reimbursable expenses set forth below or in Exhibit B to this Agreement. They will include furnishing additional paper copies, above

the amount stated in Exhibit A, of the survey drawings and supporting documents (e.g., legal description) at the Consultant's direct cost without Consultant's overhead and profit.

7.9.2 If authorized in advance by the Owner, the direct expense of Subconsultants or special equipment for other than normal services furnished by the Consultant will be reimbursable expenses.

7.9.3 Telephone calls, mileage and/or other travel costs, meals and lodging for out-of-town trips, photocopying costs, and expenses of a similar nature will not be considered a reimbursable expense under this Agreement unless such items are specifically authorized in advance, in writing by the Owner.

7.9.4 Reimbursable expenses approved by the Owner shall be reimbursed for the actual cost, without overhead and markup. The Owner will pay the Consultant for any approved reimbursable expenses within thirty (30) days following submission of a proper invoice and necessary receipts by the Consultant in accordance with section 9.4 of this Agreement.

7.9.5 SUBCONSULTANT PAYMENT

The Consultant shall pay all Subconsultants, Subcontractors, and others for all supplies and services used by the Consultant for this Agreement, within fifteen (15) days of receipt of payment from the Owner.

7.10 TAXES

7.10.1 The Basic Rate stated herein shall include all applicable taxes. No additional compensation will be allowed due to Consultant's failure to include such taxes or as the result of a change in Consultant's tax liabilities.

ARTICLE 8 ADMINISTRATIVE REVIEW

8.1 Disputes between the Consultant and the Owner can be submitted in writing to administrative review as provided in this article. All requests for administrative review shall be made to the Owner's Representative, who in turn forwards the request to the Campus Contracting Officer.

8.2 Upon written request from the Consultant, the Campus Contracting Officer will convene a meeting between the Owner's Representative and the Consultant. After reviewing the facts presented, the Campus Contracting Officer will issue a written

opinion to the Consultant and Owner's Representative regarding the disputes.

8.3 If the Consultant is not in agreement with the opinion of the Campus Contracting Officer, the UM System Contracting Officer or designee will convene a meeting with the Campus Contracting Officer, the Owner's Representative, and the Consultant. After reviewing the facts, the UM System Contracting Officer or designee will issue a written opinion to the Consultant and Campus Contracting Officer regarding the disputes. This written opinion will conclude the Administrative Review process.

ARTICLE 9 TERMINATION OF AGREEMENT

9.1 The Owner may terminate this Agreement at any time and for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services and work, the placing of all orders, or the entering into contracts for supplies, assistance, facilities, and materials in connection with the performance of this Agreement, and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

9.2 Should the Agreement be terminated due to the fault of the Consultant, no further payments on the will thereafter be made except for services previously authorized and performed which are of value to the Owner. Should the Agreement be terminated due to no fault of the Consultant, the Consultant will be paid promptly any unpaid fees and reimbursable expenses for work actually authorized and performed under the Agreement.

9.3 The notice required under Paragraph 8.1 will be hand-delivered or served upon the Consultant or mailed to the Consultant's last known address by registered mail, and in case the notice is so mailed, it shall be deemed delivered within forty-eight (48) hours after the same is post marked.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 APPLICABLE LAW

10.1.1 This Agreement shall be governed by the laws of the State of Missouri. All applicable provisions

required by law shall be deemed to be incorporated herein.

10.1.2 The University serves from time to time as a contractor for and/or receives grant funding from the United States government and/or State of Missouri. Accordingly, the Consultant shall comply with all applicable state and federal laws, rules, regulations, and executive orders applicable to subcontractors of government contractors or to contractors of grant recipients, including those relating to non-discrimination, as each may be amended from time to time. Contract clauses required by the United States government or State of Missouri in such circumstances are incorporated herein by reference.

10.2 CONFLICT OF INTEREST

10.2.1 The Consultant will not hire any officer or employee of the Owner to perform any service covered by this Agreement. If the work is to be performed, in connection with a federal contract or grant, the Consultant will not hire any employee of the United States government to perform any service covered by this Agreement.

10.2.2 The Consultant affirms that to the best of their knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interests and the Consultant's services under this Agreement, and in the event of change in either the Consultant's private interests or service under this Agreement, the Consultant will raise with the Owner any questions regarding possible conflict of interest which may arise as a result of such change.

10.2.3 The Consultant herein is an independent contractor and shall not act as an agent for the University, nor shall the Consultant be deemed an employee of the University for any purpose whatsoever. The Consultant shall not enter into any agreement, incur any obligations on the University's behalf, or commit the University in any manner.

10.3 NONDISCRIMINATION

In connection with the furnishing of equipment, supplies, and/or services under this Agreement, the Consultant and all subcontractors shall not discriminate against any recipients of services or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, age, disability, protected veteran status, or any other status protected by applicable state or federal law and federal funds, if any, may not be used for programs that discriminate based on any such protected status.

10.4 PATENTS

10.4.1 The Consultant shall hold and save harmless the Owner and its officers, agents, servants and employees, from liability of any nature or kind, including cost and expense, for or on account of infringement or use of any patented or otherwise protected invention, process, or article in the performance of this Agreement, including its use by the Owner.

10.4.2 Whenever any invention or discovery is made or conceived by the Consultant in the course of or in connection with this Agreement, the Consultant shall furnish the Owner with complete information with respect thereto and the Owner will have the sole power to determine whether or where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Consultant shall, at the Owner's expense and the Owner's request, execute all documents and do all things necessary or proper with respect to such patent application.

10.5 COPYRIGHT

The Owner will have the sole power to determine whether a copyright application will be filed for any published report or other document that results from the work performed under this Agreement. The Consultant shall, at the Owner's expense and at the Owner's request, execute all documents and do all things necessary or proper with respect to such copyright application.

10.6 JURISDICTION

Consultant and Owner each agree that the State of Missouri Circuit Court for the County where the Project is located shall have exclusive jurisdiction to resolve all Claims and any issue and disputes between Consultant and Owner. Consultant agrees that it shall not file any petition, complaint, lawsuit or legal proceeding against Owner in any other court other than the State of Missouri Circuit Court for the County where the Project is located.

10.7 CERTIFICATIONS

10.7.1 The Consultant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

10.7.2 If this Agreement is for \$100,000 or more, and if the Consultant is a company with ten (10) or

more employees, then Consultant certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

10.7.3 The Consultant and all subconsultants performing work under this Agreement shall enroll and participate in a federal work authorization program operated by the United States Department of Homeland Security, E-Verify or an equivalent federal work authorization program, to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603. By executing a contract with The Curators of the University of Missouri, the Consultant shall affirm its

enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The Consultant shall maintain documentation of its participation in a federal work authorization program and make such documentation available to the University upon request.

10.8 ASSIGNMENT

The services to be rendered by the Consultant hereunder are personal in character. This Agreement shall not be assigned by the Consultant without the written approval of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

FOR «COMPANY_NAME»:

FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI:

«ProcessFields_NameofConsultantAuthorized»
«ProcessFields_Title»

Contracting Officer

**EXHIBIT A - PROJECT DESCRIPTION
LAND SURVEY AGREEMENT**

DATE: «Commitment_Date»
PROJECT: «Project_Name»
PROJECT #: «ProjectCustom_ProjectNumber»
LAND SURVEYOR: «Company_Name»
PROJECT MANAGER(S): «ProcessFields_ProjectManager»

PROJECT SCOPE:

Boundary Survey: «ProcessFields_BoundarySurvey»
Boundary Survey Scope: «ProcessFields_BoundarySurveyScope»

Topographic Survey: «ProcessFields_TopographicSurvey»
Topographic Survey Scope: «ProcessFields_TopographicSurveyScope»

ALTA Survey: «ProcessFields_ALTASurvey»
ALTA Survey Scope: «ProcessFields_ALTASurveyScope»

PROJECT SCHEDULE:

Preliminary Boundary Survey completed: «ProcessFields_PreliminaryBoundarySurveyC»
Topographic Survey completed by: «ProcessFields_TopographicSurveyCompleted»
ALTA Survey completed by: «ProcessFields_ALTASurveyCompletedDate»

CONSULTANT'S FEE: «CommitmentCustom_NTEorLumpSum» amount of
«Commitment_CurrentCommitmentValue» including reimbursables.

PROJECT REQUIREMENTS:

1. Amendments to Boundary Survey requirements: «ProcessFields_AmendmentsstoBoundarySurvey»
«ProcessFields_AmendmentsstoBoundarySurvey»
2. Amendments to Topographic Survey requirements: «ProcessFields_AmendmentsstoTopographicSur»
«ProcessFields_AmendmentsstoTopographicSur»
3. Amendments to ALTA Survey requirements: «ProcessFields_AmendmentsstoALTASurveyrequ»
«ProcessFields_AmendmentsstoALTASurveyRequ»
4. Required Electronic File Format: «Processfields_Electronicrecordrequired»
AutoCad Drawings «ProcessFields_AutoCadDrawings»
PDF Drawings «ProcessFields_PDFDrawings»

**EXHIBIT B - CONSULTANT BILLING RATES
LAND SURVEY AGREEMENT**

DATE: «Commitment_Date»
PROJECT: «Project_Name»
PROJECT #: «ProjectCustom_ProjectNumber»
CONSULTANT: «Company_Name»
PROJECT MANAGER(S): «ProcessFields_ProjectManager»

Firm Name	Title	Hourly Rate
«TableStart:EXHIBIT_B»«EXHIBIT_B__CONSULTANT»	«EXHIBIT_B__CONSULTANT»	«EXHIBIT_B__CONSULTANT» «TableEnd:EXHIBIT_B»

**EXHIBIT C - PROJECT LOCATION MAP
LAND SURVEY CONSULTANT AGREEMENT**

The area to be surveyed by the Consultant is generally described and/or depicted below. The description herein may not be precise and shall be further defined in coordination with the Owner's Representative, if necessary.

Survey Location Address or County Parcel ID #: «**ProcessFields_SurveyLocationAddressorCou**»

Approximate Survey Location Size: «**ProcessFields_ApproximateSurveyLocationS**»

Map or Image of Survey Location:

«**ProcessFields_ProjectLocationMapFile_Ima**»