

**Texas Tech University System**

**Professional Art Services Agreement  
for  
INTERIOR ART SELECTION, PROCUREMENT & INSTALLATION**

**Between**

The Board of Regents of The Texas Tech University System  
City of Lubbock, Lubbock County, Texas, 79409

("Texas Tech")

Acting herein by and through the Chancellor  
of the  
Texas Tech University System  
or his designated representative

And

**Name of Professional Art Service**  
A \_\_\_\_\_ **Corporation or other type of entity**  
**Address**  
**City, State, Zip**

(The "Professional Art Service")

Regarding

**Project Name**  
**Campus Location**  
**FP&C PROJECT NUMBER: XX-XX**

(The "Project")

This Agreement becomes effective on the date of the last signature on the document.

## Background

Texas Tech desires to retain the Professional Art Services of [Company Name] to perform interior art selection, procurement, and installation and the Professional Art Service desires to perform said services pursuant to the terms of this Agreement.

In choosing to retain the Professional Art Service under this Agreement, Texas Tech is materially relying upon the Professional Art Service's representations that it is fully qualified to perform the services.

For adequate consideration accepted, the Parties agree as follows:

### Article 1: Scope of Engagement

- 1.1 The Professional Art Service shall provide professional services related to Interior Artwork and Accessories for [DESCRIBE PROJECT(S)] ("Project") in accordance with this Agreement and shall provide all services set forth in its proposal ("Proposal") dated Enter Proposal Date, attached hereto as Exhibit A. In the case of conflicts between this Agreement and the Professional Art Service's Proposal, the language of this Agreement shall prevail. Any ambiguities in the Proposal not otherwise resolved by mutual written agreement of the Parties will be resolved in favor of Texas Tech.
- 1.2 Texas Tech may modify the scope of services set forth in this Agreement. All such modifications will be made by a written amendment signed by both parties.

### Article 2: Term

- 2.1 The Professional Art Service shall commence the work upon receipt of a fully executed Agreement and a signed Notice to Proceed and shall perform the same in accordance with the time schedule set forth in Exhibit A.
- 2.2 The Parties understand that time is of the essence and agree to perform services and release information under this Agreement in a manner that will not cause undue delay in the Project's progress and completion.

### Article 3: Compensation and Method of Payment

- 3.1 Texas Tech will pay the Professional Art Service for its services under this Agreement a Total Contract Amount not-to-exceed amount of **Spell out Dollar Amount and no/100 dollars (\$XXX,XXX.XX)**.
- 3.2 The Professional Art Service shall submit separate monthly invoices for fees and reimbursables, in form and detail as required by Texas Tech. Each invoice shall indicate, as a minimum, the Project name(s) and number(s), and shall separate charges for each Project. The Professional Art Service shall also separate charges for fees and reimbursables and shall indicate the total amount for each amount paid to date, the amount billed and the amount remaining. Fee invoices shall include the name, position, and hours worked for each person included in the invoice cost, and a brief description of the services provided. Invoices for reimbursable expenses shall include copies of all receipts, tickets, and other supporting documentation required to establish the amount of reimbursement. The Professional Art Service shall maintain sufficient records to fully support each invoice. Such records shall be available for inspection as set forth in Article 13.

Each invoice will include a listing of all payments made to subcontractors and suppliers of material and services. The Professional Art Service shall submit a final invoice for all fees and reimbursables or a statement that no further invoices will be submitted, no later than forty-five days following the completion of the Project's interior art installation to Texas Tech.

- 3.3 Texas Tech will pay invoices in a reasonable and timely manner, generally within thirty (30) days, unless unusual or extenuating circumstances prohibit such timely payment. State law will govern interest on late payments. Should any part of the invoice be in dispute, Texas Tech shall be entitled to withhold payment of that portion of the invoice until the disputed item is resolved. The Parties will attempt to resolve all such disputes expeditiously. The Professional Art Service agrees to pay all subcontractors and suppliers in a reasonable and timely manner, generally within 30 days, after receipt of payment by Texas Tech.

#### **Article 4: HUB Contracting Commitment**

- 4.1 In addition to, and distinct from, any Good Faith Effort required by Texas law, the Professional Art Service commits to use certified HUB contractors and suppliers to perform work valued at a minimum of **Spell out Percentage (XX.X%)** of the Total Contract Amount.

#### **Article 5: HUB Subcontracting Plan**

- 5.1 The Professional Art Service shall comply with the HUB Subcontracting Plan (HSP) submitted with its Proposal. Failure to comply with the HSP, which is incorporated into this Agreement by reference herein, may constitute a breach of this Agreement.
- 5.2 If at any time during the term of this Agreement, the Professional Art Service desires to make changes to the approved HSP, the Professional Art Service shall comply with the good faith effort requirements to solicit HUB subcontractors as demonstrated in the original HSP, submit a revised HSP for that portion of work, and obtain Texas Tech's prior written approval. If the Professional Art Service subcontracts any portion of the work outlined in the Professional Art Service's approved HSP without Texas Tech's prior written approval, the Professional Art Service may be deemed to have breached this Agreement.
- 5.3 If Texas Tech expands the original scope of work through a change order, contract amendment, additional services request, or a contract renewal that expands the scope of work, and the Professional Art Service determines additional subcontracting opportunities exist, the Professional Art Service shall comply with the good faith effort requirements to solicit HUB subcontractors as demonstrated in the original HSP, submit a revised HSP for that portion of the work, and obtain Texas Tech's prior written approval. If the Professional Art Service subcontracts any portion of the new work without Texas Tech's prior written approval, the Professional Art Service may be deemed to have breached this Agreement.

#### **Article 6: Standard of Care**

- 6.1 The Professional Art Service's services under this Agreement shall be performed in a good and workmanlike manner consistent with best industry standards and practices. All information provided by the Professional Art Service must be timely and represent the Professional Art Service's use of industry standards and the most accurate and current data available. If architectural, engineering, or other professional services are required, they shall be supervised by an architect, engineer, or other professional currently licensed in the State of Texas.
- 6.2 The Professional Art Service and its subcontractors shall also adhere to Texas Tech's current Uniform General Conditions and Supplementary General Conditions, and Texas Tech University System FP&C Design and Construction Standards. Texas Tech will provide one (1) copy of each to the Professional Art Service. To the extent any term in this Agreement conflicts with the Uniform General Conditions and Supplementary General Conditions, the terms of this Agreement prevail.

- 6.3 The Professional Art Service must maintain and shall require that its subcontractors, if any, maintain any and all required governmental licenses, certificates, approvals, and permits that are required of the Professional Art Service for the performance of its professional services under this Agreement. The Professional Art Service agrees to maintain in full force and effect such required licenses, certificates, approvals, and permits throughout the term of this Agreement.
- 6.4 In the event that the Professional Art Service fails to comply with the standard of care, as set forth in this Agreement, the Professional Art Service shall promptly correct, to the satisfaction of Texas Tech, those services provided under this Agreement that are not in compliance at no additional cost to Texas Tech. This will in no way waive any additional remedies Texas Tech might have under Texas law.
- 6.5 The Professional Art Service agrees to cooperate with Texas Tech in the correction of any deficiencies listed below at a cost to be mutually agreed upon and contained in a written amendment signed by both parties.
- 6.5.1 Correction of deficiencies that are caused by conflicting instruction or interpretations from Texas Tech and/or governing and/or reviewing agencies provided that the Professional Art Service can show written evidence of such conflict(s) from Texas Tech and/or governing and/or reviewing agencies.
- 6.5.2 Correction of deficiencies that are caused by changes in laws, statutes, regulations, or requirements after the interior art specifications and plans have been received and approved by Texas Tech, provided the Professional Art Service can show written evidence of such change(s).

#### **Article 7: Ownership of Documents**

- 7.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Professional Art Service and the Professional Art Service's subcontractor(s) for this Project are Instruments of the Professional Art Service's service. The Professional Art Service and the subcontractor(s) shall be deemed the authors and owners of their respective documents and shall retain all common law, statutory or other reserved rights, including copyright.
- 7.1.1 The Professional Art Service grants Texas Tech a royalty-free, non-exclusive license in the Drawings, Specifications and other documents prepared for the Project by the Professional Art Service and its subcontractor(s). Texas Tech shall retain copies, including reproducible copies, of the Project documentation and Texas Tech, its employees, agents and subcontractor(s) are free to use the documents, however, they may not be sold or otherwise transferred to other parties without the Professional Art Service's consent. The Professional Art Service and other providers of professional services on this Project shall not be held responsible for any changes or modifications to the drawings and specifications made by Texas Tech or its representatives after termination of this Agreement.
- 7.1.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Professional Art Service's reserved rights.
- 7.2 After successful completion of this Agreement, Texas Tech shall retain possession of the documents, drawings, specifications, and electronic data provided under this Agreement and, subject to the limitations in Article 6.1.1, shall be entitled to use of such materials without the Professional Art Service's written permission.

#### **Article 8: Confidentiality**

- 8.1 The Professional Art Service acknowledges and agrees that any Confidential Information disclosed to it, its employees, agents, subcontractors or other representatives pursuant to this Agreement shall be used only for the purposes contemplated in this Agreement, shall be maintained in strict confidence, and shall remain Texas Tech's property.

- 8.2 The term "Confidential Information" means all confidential, trade secret or proprietary information supplied to or obtained by the Professional Art Service during the course of this Agreement, including technical, engineering, operating, and economic information.
- 8.3 The Professional Art Service shall refer all requests for interviews, tours, photographs, etc. to Texas Tech's Project FF&E Manager. All press releases or other publicity must be approved by Texas Tech in writing prior to release.

#### **Article 9: Safety, Security, and Hazardous Material**

- 9.1 The Professional Art Service shall direct all of its employees, agents and subcontractors performing services in connection with this Agreement to fully comply with all rules, regulations and other requirements of Texas Tech and any construction contractor or construction manager having jurisdiction over the construction means and methods. The Professional Art Service shall also comply with applicable laws and governmental regulations pertaining to its employees, agents and subcontractors, and shall require its subcontractors to so comply.
- 9.2 While providing services under this Agreement, the Professional Art Service and all of its employees and subcontractors shall promptly inform Texas Tech if the Professional Art Service becomes aware of any unsafe conditions and/or security concerns.
- 9.3 Unless otherwise provided in the Agreement, the Professional Art Service and its subcontractors shall not be responsible for the discovery, presence, handling, removal, or disposal of hazardous material, or for exposure of persons to hazardous materials or toxic substances at the Project site. However, the Professional Art Service shall promptly notify Texas Tech if it discovers any hazardous material during its services on the Project.

#### **Article 10: Indemnity and Hold Harmless**

- 10.1 To the fullest extent permitted by law, the Professional Art Service hereby indemnifies and holds harmless Texas Tech and its employees, officers, boards, commissions, volunteers, agents and representatives (hereinafter collectively referred to as the Indemnified Parties) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and costs and expenses incurred by Texas Tech and/or the Indemnified Parties hereunder in defense of such claims, to the extent resulting from or caused by the Professional Art Service's breach of contract or any negligent act or omission or any intentional, tortious act or omission in connection with the performance of the services under this Agreement by the Professional Art Service, a sub-consultant, subcontractor, or anyone directly or indirectly employed by the Professional Art Service or anyone for whose acts the Professional Art Service may be liable, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom. Such obligations shall arise **REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY THE CONCURRENT OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY.**

Consistent with the foregoing, Professional Art Service shall not be liable to Texas Tech or the other parties indemnified hereunder for any losses, expenses, or costs incurred by the parties indemnified hereunder except to the extent (in proportion) caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional Art Service or its agent, consultant under contract, or another entity over which the Professional Art Service exercises control.

Notwithstanding any limitations on the indemnity obligations under this Section but to the fullest extent permitted by applicable law, Texas Tech shall be named as an additional insured on the Professional Art Service's general liability policy required herein, and Professional Art Service

those claims covered by such insurance to the extent such defense is provided by such insurance.

The indemnification obligations assumed under this Section shall not be limited by a limitation on the amount or type of damages which might otherwise be recoverable by Texas Tech against the Professional Art Service.

The indemnity **provisions set forth in this Section shall survive** the expiration or earlier termination of this Agreement and any other services to be provided pursuant to this Agreement.

#### **Article 11: Insurance**

- 11.1 Refer to Exhibit B. In addition to the coverages set forth in Exhibit B, the Professional Art Service shall provide and maintain, and shall require all subcontractors to provide and maintain, insurance to cover damages for negligent acts and/or errors and/or omissions to the extent the same may arise from the work performed by the Professional Art Service, subcontractors, or anyone directly or indirectly employed by them. The minimum amount of coverage provided shall be \$1,000,000.00 per claim and in the aggregate. Professional Liability Insurance shall remain in force for three (3) years after installation of all interior art specified for the project.
- 11.2 All insurance must be procured through insurance carriers that are licensed to do business in the State of Texas and all coverages placed are subject to Texas Tech's approval as to form and content, as well as carrier. All required coverages shall be obtained and paid for by the Professional Art Service and its subcontractors at no additional cost to Texas Tech.
- 11.3 It is understood and agreed that the insurance is required in the public interest and that Texas Tech does not assume any liability for acts or omissions of the Professional Art Service, any subcontractor or their employees or agents in the performance of the Agreement.

#### **Article 12: Audits and Records**

- 12.1 Texas Tech may inspect, verify, and audit all information created or maintained by the Professional Art Service or its subcontractors relating to the Project, including but not limited to all correspondence, books, records, documents, and electronic data. Professional Art Service shall ensure such information is available and open to review, inspection, and audit by Texas Tech or its representatives at any place(s) where such information is kept or at Texas Tech's place of business, if requested by Texas Tech. Required financial and other records, including supporting documentation, shall be provided electronically to Texas Tech or its designated representative(s) or to the State Auditor's Office within five (5) business days of a request for records and at no expense to Texas Tech. Final payment and retainage, if any, under this Agreement will not be made until any audit under this Section has been completed and all audit issues have been resolved.
- 12.2 The Professional Art Service and its subcontractors, agents, and consultants shall keep all such records until the final completion of interior art installation and then for a minimum of forty-eight (48) months after the later of the date that final payment has been made or the date the Work is complete unless Texas Tech otherwise instructs the Professional Art Service in writing. The Professional Art Service shall provide in all of its agreements and subcontracts a written statement indicating that Texas Tech will have the right to audit and inspect all such information under the conditions set forth in this Agreement.

#### **Article 13: Termination**

- 13.1 Termination for Cause. This Agreement may be terminated by either Party, upon thirty (30) days written notice to the other, for a material failure or refusal to perform in accordance with this Agreement.

- 13.2 Termination for Convenience. Texas Tech may also terminate this Agreement without cause and at any time if it determines that it will not be beneficial to proceed with all or part of the Project. Termination under this provision will be effective as of the date of the notice of termination.
- 13.3 Upon termination, Texas Tech will pay the Professional Art Service for all authorized services provided and all actual expenses and charges outstanding at the time of termination. In addition, if Texas Tech Terminates for Convenience in accordance with Article 14.2, Texas Tech will reimburse the Professional Art Service for any cancellation charges applicable to materials or equipment on order or rental for the Project at the time of cancellation. Regardless of whether Texas Tech terminates for cause or convenience, Texas Tech will not pay the Professional Art Service for loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- 13.4 Upon receipt of notice of termination, unless the notice directs otherwise, the Professional Art Service shall immediately discontinue all services and work, placing orders, or entering into contracts for supplies, services, facilities, and materials, and shall promptly cancel all existing orders and contracts that are chargeable to this Agreement.
- 13.5 The Professional Art Service shall furnish Texas Tech with copies of all drawings, specifications, reports and any other Project documents and materials prepared in accordance with this Agreement up to and through the date of termination, regardless of the state of completion of such documents and material, within thirty (30) days of receipt of notice of termination.

#### **Article 14: Notices**

- 14.1 Any notice required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given or served when delivered by hand delivery or by nationally recognized courier service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:.

If to the Professional Art Service:

Name  
Firm Name  
Address  
City, State, Zip  
Phone No.  
email address

If to Texas Tech:

Billy Breedlove  
Vice Chancellor for Facilities Planning and Construction  
Texas Tech University System  
Texas Tech Plaza  
1901 University, Suite 200  
Lubbock, TX 79410

Box 42014  
Lubbock, Texas 79409-2014  
Phone No. (806) 742-2116  
Fax No. (806) 742-2241

The Professional Art Service shall send an additional copy of any notice of termination to:

Vice Chancellor and General Counsel  
Texas Tech University System  
System Administration Building  
1508 Knoxville Avenue, Suite 309  
Lubbock, Texas 79409  
Box 42021  
Lubbock, Texas 79409-2021  
Phone No. (806) 742-2155

If the notice is emailed, it shall be deemed delivered within forty-eight (48) hours after the postmark date. Either Party may change its designations by written notice to the other.

#### **Article 15: Assignment**

- 15.1 The Professional Art Service's services are personal in character, and the Professional Art Service may not assign any of its rights or obligations under this Agreement without the Texas Tech's prior written consent.

#### **Article 16: Copyrights and Patents**

- 16.1 Whenever any invention or discovery is made or conceived by the Professional Art Service in connection with this Agreement, the Professional Art Service shall furnish Texas Tech with complete information with respect thereto and Texas Tech 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 Professional Art Service shall, at Texas Tech's expense and Texas Tech's request, execute all documents and do all things necessary or proper with respect to such patent application.
- 16.2 Texas Tech will have the sole power to determine whether or not a copyright registration will be filed for any published report or other presentation drawing documents that result from the work performed under this Agreement. The Professional Art Service shall, at Texas Tech's expense and at Texas Tech's request, execute all documents and do all things necessary and proper with respect to such copyright registration.
- 16.3 THE PROFESSIONAL ART SERVICE SHALL INDEMNIFY AND HOLD HARMLESS TEXAS TECH AND ITS OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES 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 TEXAS TECH.

#### **Article 17: Dispute Resolution**

- 17.1 Except to the extent Texas Civil Practice and Remedies Code Chapter 114 applies, the dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by Texas Tech and the Professional Art Service in an attempt to resolve any unresolved claim for breach of contract arising under this Agreement and made by the Professional Art Service. Refer to Article 15 of Texas Tech's Uniform General Conditions and Supplementary General Conditions for dispute resolution provisions.

#### **Article 18: Miscellaneous**

- 18.1 The terms and provisions of Article 5, "Standard of Care;" Article 6, "Ownership of Documents;" Article 7, "Confidentiality;" Article 9, "Indemnity and Hold Harmless;" Article 10, "Insurance;" Article 11, "Audits and Records;" Article 14, "Assignment;" Article 15, "Copyrights and Patents;" and Article 16, "Dispute Resolution" shall survive termination of this Agreement.



- 18.2 Incorporated by Reference. All exhibits, attachments and all other documents referred to in this Agreement are incorporated by reference for all purposes.
- 18.3 Nothing in this Agreement shall create a contractual relationship between a third party and either Texas Tech or the Professional Art Service.
- 18.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and shall be considered performable in Lubbock County, Texas. Provided the conditions of Article 18 are met, venue and jurisdiction shall be in Lubbock, Texas.
- 18.5 Texas Tech's failure to insist upon strict compliance with any provision of this Agreement will not be deemed a waiver of such provision or any other provision.
- 18.6 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.
- 18.7 This Agreement represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements concerning the work, either written or oral. It may be modified only by written amendment signed by both Parties.
- 18.8 Number/Gender. References to the singular include the plural unless the context requires otherwise. References to a gender include the other, unless the context requires otherwise.
- 18.9 Available Funds. The University shall have the right to cancel this Agreement at the end of the then current fiscal period if funds are not allotted for the next fiscal year to continue this contract. The University may affect such cancellation by giving the Professional Art Service written notice of its intention to cancel not less than thirty (30) days prior to the end of the then current fiscal period, stating its reasons for cancellation. Upon cancellation of this Agreement, the University shall not be responsible for the payment of any services received which occur after the end of the current Agreement period.
- 18.10 Texas Public Information Act. Professional Art Service acknowledges its understanding that the University is a public institution of higher education in the State of Texas and is subject to requests for information under the Texas Public Information Act (Texas Government Code, Chapter 552). Under this Act, there are exceptions to requests for disclosure, which include but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case by case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the Act requires the University to provide written notice to the party whose proprietary information may be subject to the request and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.
- 18.11 Force Majeure. If either Party is prevented from or delayed in the performance of its obligations under this Agreement by reason of war, strikes, riots, storms, fires, or any other cause beyond the control of the non-performing party, the non-performing party is excused from performance to the extent and during the period of prevention or delay.
- 18.12 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.
- 18.13 The Professional Art Service is an independent contractor, and shall maintain complete control of the Professional Art Service's personnel, subcontractors, and operations. As such, the Professional Art Service shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any similar taxes, including franchise taxes, relating to the performance of this Agreement. The Professional Art Service, its employees, agents, and subcontractors shall not represent themselves or act as Texas Tech's employees or agents, enter into any agreements or incur any obligations on Texas Tech's behalf, or commit Texas Tech in any manner.
- 18.14 The work shall be performed by the Professional Art Service in such a manner and at such a time so as to minimize interference with or interruption of the operations of Texas Tech.
- 18.15 Sex Offender Registration: The Professional Art Service agrees to provide the notice required by

Section 3.3.3.1 of Texas Tech University's Uniform General Conditions and Supplementary General Conditions.

- 18.16 The Professional Art Service affirms that, to the best of its knowledge, no actual or potential conflict exists between the Professional Art Service's family, business, or financial interests and its services under this Agreement, and that it shall immediately inform Texas Tech regarding any possible conflicts of interest that may arise. The Professional Art Service further affirms that it shall not hire any officer or employee of Texas Tech to perform any service covered by this Agreement. If the work is to be performed in connection with a federal contract or grant, the Professional Art Service shall not hire any employee of the United States Government to perform any service covered by this Agreement.
- 18.17 The Professional Art Service shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, veteran status, sex, or disability. Breach of this provision may, at Texas Tech's sole discretion, be considered a material breach of this Agreement.
- 18.18 Under Section 231.006, Texas Family Code, the Professional Art Service certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 18.19 Under Chapter 2155, Texas Government Code, the Professional Art Service certifies that the individual or business entity named in this Agreement is not ineligible to receive this bid or contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 18.20 The Professional Art Service and the undersigned Professional Art Service's representative represents and warrants that the Professional Art Service is a validly existing entity, in good standing under applicable law, and that each person signing on behalf of the Professional Art Service has received all necessary approvals to enter into and execute this Agreement.
- 18.21 Texas Tech serves from time to time as a contractor for the United States Government. Accordingly, if the Professional Art Service provides goods or services in connection with such contracts, it shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts.
- 18.22 Texas Tech authorizes the Chancellor of the Texas Tech University System, or the Chancellor's designated representative, to execute any amendments or modifications to this Agreement. Texas Tech will also designate a Project Manager who will be the Professional Art Service's sole point of contact with Texas Tech for all matters of contract administration including, but not limited to, interpretation of documents, defining the scope of work, approving schedules, and approving contract payments. The Professional Art Service shall take direction only from the Project Manager. Actions taken in response to direction received from any other source will be corrected at the Professional Art Service's own expense. These designations shall remain in full force and effect until and unless the Professional Art Service is otherwise notified in writing by Texas Tech.

The Project Manager for the project is:

PROJECT MANAGER'S NAME  
FF&E Manager  
Facilities Planning and Construction  
Texas Tech University System  
System Administration Building  
1508 Knoxville Avenue, Suite 103  
Lubbock, TX 79409  
Box 42014  
Lubbock, TX 79409-2014  
(806) 742-2116  
Email: insert email address

- 18.23 The Parties shall coordinate with one another on all public statements, whether written or oral and no matter how disseminated, regarding their contractual relationship as set forth in this Agreement or the performance by either of them of their respective obligations under this Agreement and Professional Art Service may not use the name "Texas Tech University" or any variation of that name or Texas Tech's protected marks connection with any sales promotion or publicity event without Texas Tech's prior written approval.
- 18.24 Neither party will be entitled to recover attorney's fees for breach of this Agreement.
- 18.25 Professional Art Service shall provide their personnel assigned to this Project with access to personal computers and the Internet on a daily basis. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, Professional Art Service and its consultants shall submit all closeout documents in digital format. All documents shall be converted or scanned into the Abode Acrobat (.PDF) file format.
- 18.26 Professional Art Service certifies this Agreement is not prohibited under Texas Government Code §2261.252(b) and agrees that if Professional Art Service's certification is or becomes untrue, this Agreement is void, and Professional Art Service will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.
- 18.27 To the extent this Agreement relates to a project as defined by Texas Government Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Texas Government Code §2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this Agreement must be produced in the United States (as defined in Texas Government Code §2252.201(4)).
- 18.28 Pursuant to Texas Gov't Code §2270.002, Professional Art Service affirmatively states that it does not boycott Israel. Additionally, Professional Art Service shall not engage in a boycott of Israel during the term of this Agreement

Owner  
**Texas Tech University System**

Professional Art Service  
**Professional Art Service Name**

By: \_\_\_\_\_  
 Tedd L. Mitchell, M.D., Chancellor

By: \_\_\_\_\_  
 Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OR

Billy Breedlove, Vice Chancellor

**REVIEWED FOR FISCAL IMPLICATIONS**

By: \_\_\_\_\_  
 Gary Barnes, Chief Financial Officer

Date: \_\_\_\_\_