



**APPRAISAL SERVICES CONTRACT
GLO CONTRACT NO. 20-071-010**

THE GENERAL LAND OFFICE (the “GLO”) and DUGGER GRAFE SWANSON, INC. DBA VALBRIDGE PROPERTY ADVISORS, Texas Identification Number (TIN) 17426244913 (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for professional services (the “Contract”) pursuant to Texas Government Code, Chapter 2254.

I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION

1.01 DEFINITIONS

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations and Chapter 321 and Title 10, Subtitles D and F of the Texas Government Code.

“[Amendment](#)” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract.

“[Appraisal Assignment](#)” means the assignment of a Project for one or more defined pieces of real property.

“[Attachment](#)” means documents, terms, conditions, or additional information physically attached to this Contract after the execution page or incorporated by reference herein.

“[Comptroller](#)” means the Texas Comptroller of Public Accounts.

“[Contract](#)” means this entire document, its Attachments and Amendments, and documents expressly incorporated by reference herein.

“[Deliverables](#)” means a unit or increment of work—including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission—that is required to be delivered, in whatever form, under the terms of this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means generally accepted accounting principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the terms and conditions in [Attachment A](#), attached hereto and incorporated herein for all purposes, that Provider affirms and agrees to by executing this Contract.

“GLO” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“HSP” means historically underutilized business subcontracting plan, as described by Chapter 2161 of the Texas Government Code.

“HUB” means historically underutilized business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, intangible proprietary information, other commercially valuable products of the human intellect, and all federal, state, or international registrations or applications for any of the foregoing.

“Mentor Protégé” means the Comptroller’s leadership program found at <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php>.

“Project” means the services described in **Section 1.03** of this Contract.

“Project Manager” means the GLO representative responsible for the day-to-day management of the Project and the direction of GLO staff and independent contractors performing work relating thereto.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Solicitation” means GLO RFQ_X0017403-SK (including any Attachments and addenda), which is incorporated herein by reference for all purposes in its entirety.

“Solicitation Response” means Provider’s full and complete response to the Solicitation. The Solicitation Response is incorporated herein by reference for all purposes in its entirety, including any attachments and addenda.

“Subcontractor” means a person or entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract.

“USPAP” means the Uniform Standards of Professional Appraisal Practice.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Provider’s travel expenses, including: Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available at <https://fmx.cpa.texas.gov/fmx/travel/txtravel/index.php>.

“Work Order” means an individually-negotiated document authorizing Provider perform specific services or deliver specific goods under the Contract. Upon execution by both Parties, a Work Order becomes a part of the Contract.

1.02 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, Work Order, or schedule of this Contract unless otherwise specified.

- (c) The word “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such consent, approval, or waiver.
- (h) Time is of the essence in this Contract.
- (i) If this Contract and any Attachments or Work Orders conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract; then Attachments to the Contract in this order: **Attachment A**, the Solicitation, and the Solicitation Response; then the applicable Work Order.

1.03 PROJECT

- (a) Provider shall perform professional appraisal services and related ancillary services in conformance with the USPAP.
- (b) Provider must perform the Project in accordance with this Contract and all Attachments, the applicable Work Order, the Solicitation, and the Solicitation Response.

1.04 WORK ORDERS AND REPORTING REQUIREMENTS

- (a) Upon the GLO’s identification of specific work within the scope of this Contract, the GLO may request Provider submit a proposal to complete the work. Provider’s proposal must include pricing and a project plan listing tasks and Deliverables, as appropriate, with a completion schedule or due date for each task and Deliverable. If selected to perform the work, Provider must fulfill all applicable requirements in the Contract, including insurance, before beginning the work.
- (b) If the GLO selects Provider to perform work under this Contract, the GLO will issue a Work Order to Provider. The GLO may issue multiple Work Orders during the term of this Contract. Each Work Order must be in writing and signed by the Parties’ authorized representatives. Each Work Order must include a scope of services; a list of tasks; a completion schedule; a list of Deliverables, if any, and a due date for each Deliverable; a detailed budget; and such other information or special conditions necessary for the work described therein. Upon execution by both Parties, each Work Order shall become an Attachment hereto, with this

Contract and all Attachments thereafter being referred to collectively as the “Contract.”

- (c) The GLO does not represent or guarantee that it will issue Work Orders to Provider pursuant to this Contract. All work requested under this Contract will be required on an irregular and as-needed basis throughout the Contract term. The GLO makes no guarantee of volume or usage under this Contract.
- (d) Appraisals must be reported in an Appraisal Report format, in accordance with USPAP Standard 2 and shall include, without limitation, a detailed highest and best use analysis, comparable sales profiles, and a sketch or sketches of the subject property. All appraisal reports shall contain a GPS reading indicating the latitude and longitude at the entrance or beginning of the property.
- (e) Provider must electronically deliver final completed appraisal reports and copies of invoices to Mark McAnally at mark.mcanally@glo.texas.gov, Buster Renfrow at buster.renfrow@glo.texas.gov, and Elisa Macias at elisa.macias@glo.texas.gov within 45 days after the date the applicable Work Order is executed by both Parties.

II. TERM

2.01 DURATION

- (a) This Contract is effective as of the date executed by the last Party (the “Effective Date”) and shall terminate on August 31, 2021. The Parties may renew the Contract by mutual written agreement for up to two additional one-year terms thereafter.
- (b) This Contract is effective for the term specified herein. Any services Provider performs before the Effective Date or after the Contract’s termination or expiration are performed at Provider’s sole risk and the GLO may choose not to compensate Provider for such services.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving Provider written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of a termination notice, Provider must immediately cease work, terminate all subcontracts, and incur no further expense related to this Contract. Early termination shall be subject to the equitable settlement of the Parties’ interests accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If Provider abandons work or defaults on the Contract, the GLO may terminate the Contract without notice. Provider will not be considered in any re-solicitation of the services described herein and may not be considered in future solicitations for similar services, unless the specification or scope of work changes significantly. The GLO will determine the period of suspension based on the seriousness of the abandonment or default.

III. CONSIDERATION

3.01 COMPENSATION

The GLO will compensate Provider in accordance with each applicable Work Order issued pursuant to this Contract.

3.02 TRAVEL EXPENSES

- (a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider's performance of this Contract and Work Orders issued pursuant to this Contract at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- (b) Subject to the maximum Work Order amount authorized in each Work Order and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are working away from the cities in which they are permanently assigned, conducting business specifically authorized in writing by the GLO, and performing services not originally contemplated in the scope of services in the applicable Work Order.
- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

Invoices must:

- (a) be submitted to vendorinvoices@glo.texas.gov
- (b) be supported by documentation (including itemized receipts) that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display GLO Contract Number 20-071-010 and the applicable GLO Work Order number.**

3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Provider. **However, the Prompt Pay Act does not apply if Provider does not send invoices that comply with this Contract to vendorinvoices@glo.texas.gov.** If Provider does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO will not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this Contract.

IV. PERFORMANCE, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- (a) Provider warrants that it will perform all services under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Provider warrants that all Deliverables it completes under this Contract will meet or exceed the standards of Provider's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Provider submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to:
 - (i) repair or replace Deliverables that do not meet specifications,
 - (ii) refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables, and
 - (iii) take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

4.02 GENERAL AFFIRMATIONS

Provider certifies it has reviewed the **General Affirmations** in **Attachment A** and that Provider is in compliance with all applicable requirements contained therein. Provider affirms and agrees to all conditions contained in **Attachment A**.

V. STATE FUNDING

5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Provider for damages under this Contract may not exceed the amount of payment due and owing Provider or the amount of funds appropriated for payment but not yet paid to Provider. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.02 RECAPTURE OF FUNDS

The GLO may recapture payments, including those for any unapproved expenditures, that it makes to Provider that exceed the maximum allowable rates; are not allowed under applicable laws, rules, or regulations; or are otherwise inconsistent with this Contract. Provider must refund such recaptured payments within 30 days after the GLO issues notice of recapture to Provider.

5.03 OVERPAYMENT

Provider shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider shall reimburse such disallowed costs from funds other than those that Provider received under this Contract. Provider must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Provider.

VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Provider pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Provider under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter.
- (b) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.02 COPYRIGHT

- (a) Provider agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individually a “Work” and collectively the “Works”) will be made the exclusive property of the GLO. Provider acknowledges that each Work is a “work made for hire” under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.
- (b) If, for any reason, any Work or any portion of a Work is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to the Works or such portion of any Work. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the Works and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.
- (c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights defined herein that were granted to the GLO, without any charge or expense

beyond the stated amount payable to Provider for the services authorized under this Contract.

VII. MISCELLANEOUS PROVISIONS

7.01 INSURANCE

For the duration of each Work Order issued pursuant to this Contract, Provider must acquire and maintain insurance and bonds with financially sound and reputable insurers licensed by the Texas Department of Insurance in the type, amount, and form specified in the applicable Work Order. Provider must submit to the GLO certificates of insurance and other documents necessary to establish to the GLO's satisfaction that Provider carries the types and amounts of insurance specified in the applicable Work Order. If the insurance needs change or the GLO determines any policy does not comply with the terms of the applicable Work Order, Provider must secure such additional policies or coverage that the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of a Work Order, Provider must submit renewal certificates to the GLO evidencing continuity of coverage. The GLO may terminate any Work Order for which Provider fails to submit evidence of required insurance or bonds.

7.02 TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider must comply with all state and federal laws—including laws regarding wages, taxes, insurance, and workers' compensation—that apply to Provider or its employees. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.03 LEGAL OBLIGATIONS

For the duration of this Contract, Provider must procure and maintain any license, authorization, insurance policy, waiver, permit, qualification, or certification that a federal, state, county, or city statute, ordinance, law, or regulation requires Provider to

hold to provide the goods or services required by this Contract. Provider must pay all taxes, assessments, fees, premiums, permit fees, and license fees required by law. Provider must pay any such government obligations not paid by its Subcontractors during performance of this Contract.

7.04 INDEMNITY

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and their officers, agents, employees, representatives, contractors, assignees, and designees from any liability, actions, claims, demands, damage, or suits and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Provider or its agents, employees, Subcontractors, order fulfillers, or Subcontractors' suppliers in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.05 INTELLECTUAL PROPERTY INFRINGEMENT

- (a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorney fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.
- (b) If Provider becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Provider's performance of this Contract or the GLO provides Provider with notice of such claim, Provider must, at Provider's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

7.06 ASSIGNMENT AND SUBCONTRACTS

Provider must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others

for some or all of the services to be performed. In any approved subcontracts, Provider must legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification must include the name and Texas Identification Number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task.

7.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM

In accordance with State law, it is the GLO's policy to assist in the participation of HUBs, whenever possible, in providing goods and services to the GLO. The GLO encourages its contractors to adhere to this same philosophy in selecting Subcontractors. The GLO encourages its contractors to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

7.08 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

7.09 COMPLIANCE WITH OTHER LAWS

In its performance of this Contract, Provider must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

7.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Division

Provider

Dugger Grafe Swanson, Inc. dba Valbridge Property Advisors
111 Soledad, Suite 800
San Antonio, Texas 78205
Attention:John Robertson

Notice given in any other manner shall be deemed effective only upon receipt by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

7.11 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

7.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

7.13 ENTIRE CONTRACT AND MODIFICATION

This Contract, its Attachments, its Amendments, and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in any Attachment, Amendment, or purchase order shall be harmonized with this Contract to the extent possible. Except as provided herein, this Contract may be amended only by a mutual, written agreement executed by authorized representatives of the Parties.

7.14 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Contract.

7.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to

attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

7.16 GOVERNING LAW, VENUE, AND SOVEREIGN IMMUNITY

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless a specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the GLO. Provider irrevocably waives any objection—including any objection to personal jurisdiction—it has or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THE CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR THE STATE OF TEXAS.**

7.17 RECORDS RETENTION

Each Party must retain in its records the Contract and all documents related to the Contract. Unless a longer retention period is specified by applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed, terminates, or expires; or the date when all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

7.18 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO must keep all information—in whatever form produced, prepared, observed, or received by Provider or the GLO—confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the GLO; or (c) required by the Contract to be kept confidential. Provider will not advertise that it is doing business with the GLO, use the Contract as a marketing or sales tool, or make any press releases concerning work under the Contract without the prior written consent of the GLO.

7.19 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, and Federal Certifications; state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture of state funds, and overpayment of state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; records retention requirements; inspection and audit; confidentiality; public records; insurance; taxes; workers’ compensation; unemployment insurance; Provider’s obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider or any Subcontractors to provide the goods or services described in this Contract; indemnification and liability; infringement of Intellectual Property rights; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; Work

Orders; and amendment. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 20-071-010
SERVICES CONTRACT**

GENERAL LAND OFFICE

**DUGGER GRAFE SWANSON, INC. DBA
VALBRIDGE PROPERTY ADVISORS**

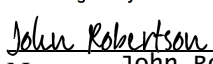
DocuSigned by:



Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Date of execution: 11/19/2019

DocuSigned by:



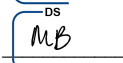
John Robertson
Name: John Robertson
Title: Managing Director

Date of execution: 11/19/2019

OGC 

CA 

SDD 

DGC 

GC 

ATTACHED TO THIS CONTRACT:

ATTACHMENT A – General Affirmations

INCORPORATED BY REFERENCE:

SOLICITATION

SOLICITATION RESPONSE

ATTACHMENTS FOLLOW

General Affirmations

Provider affirms and agrees to the following provisions:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider; the firm, corporation, partnership, or institution represented by Provider; nor anyone acting for such a firm, corporation, partnership, or institution has (a) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983—Chapter 15 of the Texas Business and Commerce Code—or the federal antitrust laws or (b) directly or indirectly communicated the contents of the Contract or any solicitation response upon which the Contract is based to any competitor or any other person engaged in the same line of business as Provider.
2. Under Section 231.006, Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
3. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the bidder/applicant or each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.
4. If the Contract is for the purchase or lease of computer equipment—as defined by Texas Health and Safety Code, Section 361.952(2)— Provider certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 Tex. Admin. Code Chapter 328.
5. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
6. Payments due under the Contract shall be directly applied toward eliminating any debt or delinquency—including delinquent taxes, delinquent student loan payments, and delinquent child support—that Provider owes to the State of Texas.
7. Upon the GLO’s request, Provider must provide copies of its business continuity and disaster recovery plans.
8. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, in accordance with Section 2254.033 of the Texas Government Code, Provider certifies that it does not employ an individual who has been employed by the GLO or another state agency at any time during the two years preceding the Provider’s submission of its offer to provide consulting services to the GLO or that Provider, in its offer to provide consulting services to the GLO, disclosed the following: (a) the nature of the Provider’s employee’s previous employment with the GLO or other state agency; (b) the date such employment was terminated; and (c) the annual rate of compensation for such employment at the time of its termination.
9. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
10. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49(a), of the Texas Constitution.

11. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
12. In accordance with Section 669.003 of the Texas Government Code relating to contracting with the executive head of a state agency, Provider certifies that it (1) is not the executive head of the GLO; (2) was not, at any time during the four years before the effective date of the Contract, the executive head of the GLO; and (3) does not employ a current or former executive head of the GLO.
13. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or constitute grounds for its termination.
14. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
15. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
16. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Provider represents and warrants that none of its employees—including those authorized to provide services under the Contract—were former employees of the GLO during the twelve-month period immediately prior to the date of execution of the Contract.
17. Provider represents and warrants that it has disclosed in writing to the GLO all existing or potential conflicts of interest related to Provider’s performance of the Contract.
18. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, that occurred after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
19. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider must make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act (as determined by the Office of the Attorney General of Texas), available in a format that is accessible by the public at no additional charge to the state or the GLO.

20. Each person signing the Contract represents and warrants that he or she is duly authorized to execute and enter into the Contract on behalf of the Party listed directly above his or her signature and to bind that Party to the terms and conditions in the Contract.
21. The state auditor may conduct an audit or investigation of any entity, including Provider and its subcontractors, receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Provider's acceptance of funds directly under the contract, and a Subcontractor's acceptance of funds indirectly through a subcontract under the contract, acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider must include this paragraph concerning the authority to audit funds and the requirement to cooperate with audits and investigations in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
22. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
23. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Texas Health and Safety Code, Chapter 361, Subchapter Z, related to the Television Equipment Recycling Program.
24. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who, on behalf of the GLO, participated in a procurement or contract negotiations involving Provider within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
25. If the Contract is for services, Provider, in performing the Contract, must purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.
26. Under Section 2155.0061, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
27. Pursuant to GAAP or GASB, as applicable, Provider must keep and maintain full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government (if applicable), and/or their authorized representatives to determine Provider's compliance with this Contract and all applicable laws, rules, and regulations.
28. All records related to the Contract, including records of Provider and its Subcontractors, are subject to the Administrative and Audit Regulations.
29. State agencies that are authorized to audit and inspect Provider, its records, its Subcontractors, and its Subcontractors' records include the GLO, the GLO's contracted examiners, the Texas State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees. With regard to any federal funding, federal agencies that are authorized to audit and inspect Provider, its

records, its Subcontractors, and its Subcontractors' records may include any federal agency funding the Contract, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

30. The GLO may post the Contract on its website. Information related to the Contract and its performance may be subject to the Public Information Act and will be withheld or disclosed in accordance therewith. Provider must make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format agreed upon by the Parties that is accessible by the public at no additional charge to the state or the GLO. By failing to mark as "confidential" or a "trade secret" any information Provider believes to be excepted from public disclosure, Provider waives all claims it may make against the GLO for releasing such information without prior notice to Provider. Provider must notify the GLO's Office of General Counsel within twenty-four hours of Provider's receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov.
31. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Provider, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Provider compiled in connection with its performance under the Contract.
32. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
33. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program selected by the GLO that is certified under Section 2054.519 of the Texas Government Code. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.



**AMENDMENT NO. 1 TO
GLO CONTRACT NO. 20-071-010**

THE GENERAL LAND OFFICE (the "GLO") and **DUGGER GRAFE SWANSON, INC. DBA VALBRIDGE PROPERTY ADVISORS** ("Provider"), each a "Party" and collectively "the Parties" to GLO Contract No. 20-071-010 (the "Contract"), desire to amend the Contract. Therefore, the Parties agree as follows:


1. **SECTION 2.01** of the Contract is amended to reflect a termination date of **August 31, 2022**.
2. This Amendment shall be effective upon the earlier of the date of the last signature or August 31, 2021.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.


SIGNATURE PAGE FOLLOWS






**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT NO. 20-071-010**

GENERAL LAND OFFICE

**DUGGER GRAFE SWANSON, INC. DBA
VALBRIDGE PROPERTY ADVISORS**

DocuSigned by:

76299F4374E7497...
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 6/1/2021

DocuSigned by:

3E7A18D8C13A454... John Robertson
Name: John Robertson
Title: Managing Director
Date of execution: 6/1/2021

OGC 
PM 
SDD 
DGC 
GC 



**AMENDMENT NO. 2 TO
GLO CONTRACT NO. 20-071-010**

THE GENERAL LAND OFFICE (the “GLO”) and **DUGGER GRAFE SWANSON, INC. DBA VALBRIDGE PROPERTY ADVISORS** (“Provider”), each a “Party” and collectively “the Parties” to GLO Contract No. 20-071-010 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:


1. **SECTION 2.01(a)** of the Contract is amended to reflect a termination date of **August 31, 2023**.
2. This Amendment shall be effective upon the earlier of August 31, 2022 or the date of the last signature.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.


SIGNATURE PAGE FOLLOWS

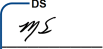
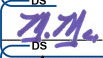
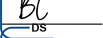

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO
GLO CONTRACT NO. 20-071-010**

GENERAL LAND OFFICE

**DUGGER GRAFE SWANSON, INC. DBA
VALBRIDGE PROPERTY ADVISORS**

DocuSigned by:

76299F4374E7497
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 5/12/2022

DocuSigned by:

3E7A18D8C13A454... John Robertson
Name: _____
Title: Managing Director
Date of execution: 5/11/2022

OGC 
PM 
SDD 
DGC 
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