

UNIVERSITY OF HOUSTON SYSTEM
Facilities and Planning and Construction

OWNER – CONTRACTOR AGREEMENT
By Project Job Orders

Contract No. _____

Account No. _____

THIS AGREEMENT, made this _____ day of _____, 20__ by _____ and between the UNIVERSITY OF HOUSTON SYSTEM (hereinafter "UNIVERSITY"), an agency of the State of Texas pursuant to Chapter 111, Texas Education Code, and

(hereinafter "CONTRACTOR")

WITNESSETH: That for and in consideration of the mutual covenants and promises contained herein, the CONTRACTOR hereby agrees with the UNIVERSITY to commence and complete the needed construction work as follows:

1. Work that is to be performed on a job order basis, subject to the terms of the contract which includes but is not limited to various improvements including remodel, renovations and new construction at various component campuses, for the University of Houston System, in strict accordance with attached Exhibit A and B. Exhibit A provides authorization when fully executed and further describes the particular job. Exhibit B, signed by _____ on _____ indicates markups to be applied to proposals developed using R. S. Means Facilities Construction Bare Cost Data, 17th Edition, 2002, as adjusted by Division for the City of Houston, Texas and/or the time and material method. The UNIVERSITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the Uniform General Conditions and Supplemental General Conditions of the Contract, and to make payments on account thereof as provided in Article XIII of the Uniform General Conditions with Supplemental General Conditions

2. The University of Houston System does hereby engage the Contractor, and the Contractor does hereby agree to perform for the University of Houston System, under the terms and conditions of this Agreement. The services shall only be performed on specific, individual and authorized Project Job Orders with proposed cost backup indicating the itemized cost from the above mentioned RS Means Book for all construction work. Work includes but is not limited to include supervision, general conditions, cleanup, civil, architectural, structural, electrical, mechanical plumbing, fire alarm, fire sprinkler and temperature control work and incidentals as required; hereinafter called the project, under the terms and conditions as stated in the Contract; and at his (its or their) own proper cost and expense will furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Uniform General Conditions with Supplemental General Conditions, Special Conditions, and Job Order Execution Guide, the plans, specifications and contract documents

therefore as provided by Facilities Planning and Construction, University of Houston System, all of which are made a part hereof and collectively evidence and constitute the Contract, including:

ADDENDA: _____

3. The CONTRACTOR hereby agrees to commence work under this contract on, or before, a date to be specified within each individual job order, or such earlier date as may be mutually agreed by the UNIVERSITY and the CONTRACTOR.
4. Certificate of insurance coverage, meeting the requirements indicated on the form attached and in accordance with the Uniform General and Supplemental General Conditions of this agreement, must accompany this Contract when returned for final execution.
5. CONTRACTOR (or "Seller" or other designation of contracting party) certifies that, upon the effective date of this agreement, either (1) it is not delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of such taxes. CONTRACTOR (or other designation of contracting party) agrees that any false statement with respect to franchise tax status shall be a material breach hereof, and the UNIVERSITY shall be entitled to terminate this agreement upon written notice thereof to CONTRACTOR (or other designation).
6. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.
7. Under Section 2155.004, Government Code, the vendor 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.
8. The dispute resolution process as provided for in Chapter 2260 of the Texas Government Code shall be used as further described in the Uniform General Conditions, by the Owner and Contractor to attempt to dissolve any claim for breach of contract made by the Contractor.
9. Under Section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this contract may be terminated and payment may be withheld if this certification is inaccurate.

ATTEST:
(Affix Seal if Corporation)

CONTRACTOR

-

Secretary

Attest

NOTE: If CONTRACTOR is a corporation,
Secretary should attest.

APPROVED:

**UNIVERSITY OF HOUSTON
UNIVERSITY OF HOUSTON SYSTEM**

By: _____
Director, Architectural Services

By: _____
Executive Director
Facilities Planning and Construction

By: _____
Dave Irvin, Associate Vice President
Associate Vice Chancellor, Plant Operations

By: _____
Dr. Carl Carlucci, Vice Chancellor
Vice President for Administration and Finance

By: _____
Dr. Renu Khator, Chancellor/ President
University of Houston/University of Houston System

Address

By: _____
Authorized Official

Title

Federal Tax Identification Number
(either/or)

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

NOTE: When invoicing, please refer to Contract No. _____ and Account No. N/A

Attachments: Power of Attorney _____
Insurance Requirements
Exhibits A and B

***Note: Modification of this Form
requires approval of OGC***

POWER OF ATTORNEY

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared the affiant and after having been duly sworn, did depose and state that: My name is _____, and I am

(state position held in the firm)

in the firm of _____,
(state firm name and address)

and I have the authority to execute contracts in behalf of the aforesaid firm, and have the authority to execute this contract pursuant to its terms and conditions.

(Signature)

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public in and for

_____ County,

State of _____

EXHIBIT "A"



UNIVERSITY OF HOUSTON SYSTEM
UNIVERSITY OF HOUSTON
FACILITIES PLANNING AND CONSTRUCTION

CONSTRUCTION PROJECT JOB ORDER NO. _____

This Project Job Order is subject to all terms and conditions of the CONTRACT and the *Uniform General Conditions for State of Texas Building Construction Contracts with Supplementary General Conditions for the University of Houston System*. Authorized Project Job Orders become a part of the CONTRACT upon execution by the UNIVERSITY.

CONTRACTOR'S NAME: _____

CONTRACT NO _____ DATE OF CONTRACT: _____

PROJECT: _____ LOCATION: _____

DATE: _____ Speed Type/ # _____

CURRENT CONTRACT AMOUNT: \$ _____

AMOUNT OF THIS JOB ORDER: \$ _____

ADJUSTED CONTRACT AMOUNT: \$ _____

SCOPE OF WORK:

Performance Dates:

The contractor shall complete the repairs for the not-to-exceed amount of _____ **DOLLARS**
(\$ _____). The Contractor shall in no case exceed this amount without subsequent written notice/approval from the University. (Applicable speedtype number as stated above.)

Contractor: _____

By: _____
Title: _____ Date: _____

(Contractor)

RECOMMENDED BY:

_____, Project Manager

Date: _____

**APPROVED:
UNIVERSITY OF HOUSTON SYSTEM
UNIVERSITY OF HOUSTON**

By: _____
Director, Architectural Services

Date: _____

By: _____
Executive Director
Facilities Planning and Construction

Date: _____

By: _____
Dave Irvin
Associate Vice Chancellor/
Associate Vice President/ Plant Operations

Date: _____

By: _____
Dr. Carl Carlucci, Vice Chancellor/
Vice President, Administration & Finance

Date: _____

By: _____
Dr. Renu Khator, Chancellor/President
University of Houston/University of Houston System

Date: _____

EXHIBIT B

PROPOSED FINAL MARK UPS- (insert date)

PROPOSAL OF _____ (hereinafter called "Bidder")
(a _____ corporation / a partnership / an individual
(State) (Strike out inapplicable terms)
doing business as _____)
To the BOARD OF REGENTS UNIVERSITY OF HOUSTON SYSTEM,
HOUSTON, TEXAS (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids does hereby submit a proposal for:

UNIT PRICE CONSTRUCTION JOB ORDER CONTRACT

Bidder agrees to perform all of the work described in the specifications and as authorized by project job orders using multipliers set forth below when using the UNIT PRICE Book (UPB) Method (RS Means Facilities Construction Cost Data 17th Edition, 2002), as hereinafter proposed adjusted by Division for City of Houston, Texas. **(Excludes the payment and performance bond markups from all coefficients except for Item No. (7) seven.)**

Note: Double tier markups

Non complicated/Complicated:

Use of non-complicated markup vs. complicated markup is at the sole discretion and judgment of the University of Houston, Facilities Planning and Construction's Executive Director.

Complicated work must meet the following criteria:

Must be renovation or remodel that pertains to laboratory area that is in an occupied building.

Non-Complicated:

All work other than that which meets the complicated criteria.

- | | <u>Non-complicated/Complicated</u> |
|--|------------------------------------|
| 1. Material coefficient times (x) UPB Bare Costs (self performed) | _____ |
| 2. Labor Rate (self performed): | |
| Labor coefficient for regular hours (x) UPB Bare Costs | _____ |
| 2.a. Labor coefficient for overtime hours (x) UPB Bare Costs | _____ |
| 3. Labor coefficient percent for Item (2) two includes: | |
| • Regular/permanent contractor employee insurance, taxes and fringe benefits at | _____ % |
| • When using Non-Regular/permanent contractor employees the insurance, taxes and fringes the regular rate will be reduced by | _____ % |

*(The status of individual employees will be verified with payroll summaries retained by the contractor indicating employee name, SSN, time spent on an individual project or projects and amount of benefit cost).

- | | <u>Non Complicated</u> | <u>Complicated</u> |
|--|------------------------|--------------------|
| 4. Equipment coefficient: (x) UPB Bare Costs: | _____ | _____ |

OR

5. The following multipliers are to be used when pricing estimated or actual **time and material work** as self-performed and/or with subs. Time and material method is applicable when UPB costs are not available.

Material Coefficient: _____

Equipment Coefficient: _____

Labor Coefficient: _____
(x) hourly rates including applicable verified benefits

Coefficient for markup on subcontractor _____

OR

5a. The following coefficient for markup is to be used on subcontractor proposals that are sole sourced by the Job Order Contractor _____

OR

6. In the event multiple/competitive/publicly advertised sub/supplier bidding is required by the job order, the coefficient for markup on subcontractor/supplier _____

7. Pricing from subcontractors will be from the RS Means (UPB) Method issue of Facilities Construction Cost Data, 17th Edition, 2002 (Adjusted by Division for City of Houston, Texas) or a not to exceed labor/material proposal at the sole discretion of the Owner.

Subcontractor mark-up allowed 10% Overhead/15% Profit below \$25,000 Bare Costs.
Subcontractor mark-up allowed 10% Overhead/10% Profit above \$25,000 Bare Costs.

Sub mark-up does not include Insurance and Taxes. T & I are to be included in job order pricing as a separate line item.
This work is associated with Item 5 & 5a.

8. Mark-up for Payment /Performance Bond per \$100,000, coefficient _____%

9. (Actual job order amounts will be used when calculating bond costs associated with all Job Orders.)

10. Bidder/Proposer understands that the Owner reserves the right to reject any or all bids and to accept any informality in the bidding. Bidder further understands that the Owner reserves the right, at their sole discretion, to award more than one contract for construction job orders. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. All (%) percentage blanks must be filled.

Respectfully submitted,

(SEAL - if by a Corporation)

Contractor

By _____

Title _____

Address _____

Telephone: _____

Secretary
(if Bidder is a Corporation)

Date: _____

Note: This Bid Form or a copy thereof must be used for submitting all bids.