

THE UNIVERSITY OF HOUSTON SYSTEM

OWNER - CONTRACTOR AGREEMENT

By Project Job Orders

Contract No. _____

Account No. _____

This Owner - Contractor Agreement by Project Job Orders (this “**Agreement**”) is made this ____ day of _____, 20____ (the “**Effective Date**”) by and between THE UNIVERSITY OF HOUSTON SYSTEM (“**Owner**”), an agency of the State of Texas pursuant to Chapter 111, Texas Education Code and _____ (“**Contractor**”).

Address:

Phone:

Fax:

Email:

This Agreement is for the provision of the specified construction contracting services if, as and when requested by Owner at any or all of its various component campuses in accordance with the terms of this Agreement. Contractor represents that he has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. Contractor acknowledges and agrees that Contractor is not entitled, by reason of this Agreement or any other agreement or representation, to provide any construction contracting services to Owner, or to any payment except as required in accordance with ARTICLE 10. Further, Contractor acknowledges and agrees that Owner may award similar agreements to this Agreement to Contractor’s direct competitors during the Term.

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EXHIBITS

Exhibit A	Current form of Job Order
Exhibit B	General Conditions Cost Items

ARTICLE 1 – DEFINITIONS; INTERPRETIVE

1.1 Definitions.

Applicable Law means all national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction with respect to Owner, Contractor, this Agreement, and/or any Job Order awarded to Contractor under this Agreement.

Change Order is defined in the UGC.

Coefficient Multiplier is defined in Section 9.4.2.

Commencement Date is defined in Section 3.2.4.

Construction Documents is defined in Section 6.4.1.

Contract Documents means this Agreement, the UGC, the SGC, and the Job Orders (if any), including any Special Conditions.

Contract Sum is defined in Section 4.1.

Contract Time is defined in Section 3.2.4.

Contractor's Actual Cost means the actual, out-of-pocket cost to Contractor, net of usual trade practice discounts without mark-up of any kind, including (but not limited to) sales and use taxes, overhead and/or profit.

Excusable Delay is defined in the UGC.

Final Completion is defined in the UGC.

Final Payment is defined in the UGC.

General Conditions Cost Items is defined in Section 9.2.

HUB means historically underutilized business, as defined and described in *Texas Government Code* Section 2161.001.

HUB Subcontracting Plan means Contractor's undertaking to comply with Owner's HUB policy, located online at <http://www.uh.edu/mapp/04/040108.pdf>, by submitting required information on Owner's then-current forms, located online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Job Order is defined in Section 3.4.

Job Order Project means a Project awarded to Contractor in accordance with ARTICLE 3.

Job Order Proposal is defined in Section 3.2.

Labor Wage Rates is defined in Section 9.3.

Project is defined in Section 3.1.

Project Architect means the architect retained by Owner for a Project.

Request for Quote is defined in Section 3.1.

Renewal Period is defined in Section 2.2.

SGC means the University of Houston Supplemental General Conditions of Construction, located online at <http://www.uh.edu/legal-affairs/contract-administration/contract-documents/departmentspecific-contracts-and-forms/>. The SGC is incorporated herein for all purposes as if fully set forth.

Site is defined in the UGC.

Special Conditions means the University of Houston Special Conditions of Construction. Special Conditions may be attached to a Request for Quote if the Project requires it, in Owner's judgment. Special Conditions, if any, become part of the Job Order to which they relate.

Subcontractor is defined in the UGC.

Subcontract means a contract between Contractor and a Subcontractor with respect to a Job Order Project or in connection with a Job Order.

Term is defined in Section 2.1.

UGC means the current version of the State of Texas Uniform General Conditions for Construction Contracts ("**UGC**") published by the Texas Facilities Commission on its website . The UGC is incorporated herein for all purposes as if fully set forth.

Unit Price Guide is defined in Section 9.4.1.

Work is defined in the UGC.

1.2 Interpretive.

- 1.2.1 Capitalized terms used but not defined in this Agreement will have the meanings given in the UGC and SGC.
- 1.2.2 All references in the UGC and SGC to "contractor" and "general contractor" shall be read and conclusively deemed to refer to Contractor for all purposes under this Agreement.
- 1.2.3 To the extent the terms of this Agreement conflict with the UGC and/or the SGC, the terms of this Agreement will control.
- 1.2.4 If there is an irreconcilable conflict between or among the various documents that make up the Construction Documents, the interpretation that provides for the higher quality of material and/or workmanship will prevail over all other interpretations.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Initial Term. The initial term of this Agreement shall begin on the Effective Date and shall expire three (3) years after that date unless renewed or terminated in accordance with the terms of the Agreement. The initial term of this Agreement, together with any Renewal Period, is referred to in this Agreement as the "**Term**."

2.2 Renewal Option. Owner has the option to renew the term of this Agreement for up to two (2) successive one (1) year periods (each, a "**Renewal Period**") upon written notice to Contractor at least sixty (60) days prior to the expiration of the Term.

2.3 Completion of Work in Progress. Owner has the option to extend the Term as necessary for Contractor to complete work on any Job Order Project by delivering written approval to Contractor prior to the expiration of the Term.

ARTICLE 3 - JOB ORDERS

3.1 Request for Quote. If and when Owner determines it requires construction contracting services and that a Job Order is the delivery method for those services that provides the best value to Owner, Owner shall provide to Contractor a Request for Job Order Contract Price Quote on Owner's then-current form ("**Request for Quote**") identifying the construction project (the "**Project**") and describing in drawings, specification and other appropriate materials the intended scope and character of the Project and the schedule for the Project. For Projects with an anticipated cost over \$100,000, Owner shall determine whether subcontracting opportunities exist and require a HUB Subcontracting Plan as part of the Project Proposal.

3.2 **Job Order Proposal.** In response to a Request for Quote, Contractor shall deliver to Owner within the time required in the Request for Quote a written ***Job Order Proposal*** (herein so called) with the following items and any other information Contractor desires to provide:

- 3.2.1 A narrative description of Contractor's understanding of the scope of the Work;
- 3.2.2 A description of particular phases of the Work, if applicable;
- 3.2.3 A Cost Proposal for the Work (prepared in accordance with ARTICLE 9 below);
- 3.2.4 A proposed date to commence the Work (the "***Commencement Date***") and Contractor's best estimate of the time Contractor will require from the date of commencement until Final Completion (the "***Contract Time***"). The proposed Commencement Date must take into account Owner's schedule for awarding the Job Order as set forth in the Request for Quote;
- 3.2.5 The name and contact information for Contractor's designated representative and the resident superintendent that Contractor will assign to the Project if issued a Job Order;
- 3.2.6 A list of all Subcontractors and/or service providers (such as architects, engineers and other consultants) that Contractor proposes to use in the performance of the Work;
- 3.2.7 A copy of the proposal of each Subcontractor and service provider identified in accordance with Section 3.2.6, identifying the basis of its proposal (whether as pre-priced items or otherwise) and the maximum, not-to-exceed cap for its services or materials;
- 3.2.8 A HUB Subcontracting plan, if required by Applicable Law;
- 3.2.9 Any qualifications or conditions applicable to the Project Proposal; and
- 3.2.10 A current summary statement of all Job Orders awarded to Contractor under this Agreement to date, which statement shall set forth the amount(s) paid to Contractor under each such Job Order.

3.3 **Job Order Proposal Review.** Owner shall review each Job Order Proposal and advise Contractor of any provisions Owner determines are unacceptable. Owner and Contractor shall negotiate in good faith to resolve any issues and to formulate changes, clarifications or modifications to any Job Order Proposal(s) as required. Contractor shall submit a revised Job Order Proposal incorporating any such changes, clarifications or modifications made in the review process. Owner may accept, reject or seek modification of any Job Order Proposal.

3.4 **Job Order.** If Owner accepts a Job Order Proposal in the exercise of Owner's judgment, Owner shall deliver to Contractor a proposed Job Order on Owner's then-current form. (Owner's current form is attached, for information purposes only, as Exhibit A.) The proposed Job Order shall incorporate the terms of the final Job Order Proposal (derived in accordance with Section 3.3) and shall require execution by the parties to be an enforceable Job Order. Contractor will execute the Job Order and deliver at least two (2) original, executed counterparts to Owner for execution together with evidence of insurance and any bonds as are required for the Job Order Project in compliance with the requirements of ARTICLE 5. If and only if Contractor has satisfied the requirements of the immediately preceding sentence, a fully executed Job Order will be enforceable and constitute Owner's authorization to Contract to begin, and requirement that Contractor complete, the Work for the Project in accordance with the Job Order on or before the dates specified for such purposes in the Job Order. An enforceable Job Order in accordance with the immediately preceding sentence shall constitute a binding amendment to this Agreement and is referred to in this Agreement as a "***Job Order.***"

3.5 **Time is of the Essence; Liquidated Damages.** Time, including but not limited to the Commencement Date and the Contract Time, is of the essence for each Job Order (if any) and the Work required under it. Owner may, in its discretion, as part of the Job Order or the Request for Quote, identify an amount that will be deducted from the Project Cost as liquidated damages for each consecutive

calendar day beyond the Contract Time that Contractor is delayed in completing the Work. The Work is not complete so long as deficiencies found during the final testing and inspection of the Work is not completed. The amount deducted in accordance with the immediately preceding sentence is not a penalty but liquidated damages representing the parties' good faith estimate, at the time of execution of a Job Order, of the damages Owner will sustain for late completion.

ARTICLE 4 - AUTHORIZED CONTRACT SUM

4.1 Contract Sum. The final Cost Proposal for a Project shall be the **Contract Sum** of the Job Order for such Project. Owner shall not pay more than the Contract Sum (as it may have been increased or decreased by a writing signed by Owner and Contractor) for any Project.

4.2 No Minimum Amount of Work. It is expressly understood that Owner is under no obligation to request any services or work from, or award any Job Order to, Contractor and that no minimum amount of work is required under this Agreement. All service requests will be made by Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost.

ARTICLE 5 - INSURANCE AND BONDS

5.1 Insurance. Contractor must deliver evidence to Owner that Contractor is in compliance with the UGC insurance requirements as of the Effective Date. Contractor must provide evidence (as required by the UGC and SGC for any Project) that it is in compliance with UGC and SGC insurance requirements as a condition to (a) qualifying for the award of a Job Order, (b) receipt of payment under any Job Order.

5.2 Bonds. Contractor must obtain and deliver payment and performance bonds to Owner as and when required by the UGC and SGC.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 In General. If and when awarded a Job Order, Contractor shall provide general and specific construction services (including all labor and material necessary and reasonably inferable) on a per-Project basis in accordance with the terms of this Agreement, any Job Order, the UGC, the SGC, any Special Conditions, or additional general conditions of a Job Order, the documents prepared by any Project Architect, the Master Construction Specifications and the Campus Design Guidelines and Standards, if applicable and as revised by Owner, located online at: <http://www.uh.edu/facilities-planning-construction/vendor-resources/owners-design-criteria/> and any other requirements of the documents affecting a Job Order in a good and workmanlike manner and in compliance with Section 6.4 and Applicable Law.

6.2 Project Manager. Contractor shall manage the Work on any Job Order Project through the designated representative and resident superintendent identified in the Job Order Proposal in accordance with Section 3.2.5. The designated representative shall act on behalf of and shall have authority to bind Contractor with respect to all phases of the Work and the Project, and shall be available as required for the benefit of Owner and the Job Order Project. The resident superintendent shall be on-Site from the Commencement Date through Final Completion. Contractor shall change neither the designated representative nor the resident superintendent for a Job Order without Owner's prior written approval, which approval shall not be unreasonably withheld.

6.3 Labor and Materials. Contractor shall comply with the requirements of the UGC, the SGC and any Special Conditions with respect to Subcontractors, including but not limited to compliance with Owner's HUB policy.

6.3.1 Contractor shall provide Owner with an executed copy of any Subcontracts (including contracts with materials vendors and other contracts and/or any document required under this Agreement entered into in furtherance of a Job Order Project), upon Owner's request,

and shall require all Subcontractors to do the same. Contractor shall require all Subcontractors to permit Owner to audit their books and records in accordance with ARTICLE 11 for the purpose of determining compliance with progress payments, invoicing and conformance with the Contract Documents and specifications. A provision in a contract between Subcontractor and Contractor attempting to undermine or override this provision shall constitute a default by Contractor under this Agreement.

- 6.3.2 If a Project will require off-Site Work, Contractor must so specify in its Job Order Proposal. If a Job Order issues for the Project, Contractor shall comply with the Contract Documents as regards such location and Work, and shall permit Owner access at all times to inspect such Work and the conditions at such location.

6.4 Standard of Care. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform the Work in an expeditious and efficient manner as is consistent with the orderly progress of any Job Order. Contractor shall at all times provide a sufficient number of qualified personnel to accomplish the Work within the time limits set forth in the schedule. As part of Contractor's obligations under this Section 6.4, Contractor shall:

- 6.4.1 verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data affecting or regarding a Job Order Project supplied to Contractor (collectively, the "**Construction Documents**") by Owner, Project Architect, or any other party (whether retained by Owner or Contractor) prior to commencing any Work called for by such documentation.
- 6.4.2 promptly correct any known or discovered error, omission, or other defect in the Work at no cost or expense to Owner regardless of when such error, omission or other defect is discovered. It shall be no excuse of Contractor's obligation under this Section 6.4.2 that the error, omission or other defect was made as a result of an error in any Construction Document(s) if Contractor should have discovered such error by complying with Section 6.4.1.

6.5 Phasing. If a Job Order designates more than one phase for the Work, Owner's prior written notice to proceed shall be a prerequisite for Contractor's performance of any such phase. Any Work performed or provided by Contractor in contravention of the immediately preceding sentence shall be at Contractor's sole risk, cost and expense and shall not be paid by Owner.

6.6 Documentation. Contractor shall fully document its activities under any Job Order in drawings, reports or other methods as appropriate to the scope of Work and in accordance with the Job Order. Contractor shall bear the cost of providing all plans, specifications and other documents used by Contractor and its Subcontractors. The Construction Documents are instruments of service and shall remain the property of their authors whether the Project for which they are made is completed or not. Contractor shall be permitted to retain one record set of the Construction Documents. All other copies of the Construction Documents shall be returned to their respective authors or suitably accounted for. Contractor and its Subcontractors are authorized to reproduce and use portions of the Construction Documents as necessary and appropriate for the execution of the Work but not for any other projects.

6.7 Job Order Project Cost Estimating. Within five (5) business days after the execution of this Agreement, Contractor will obtain, at Contractor's expense, and thereafter use for automation and estimation standardization purposes, the estimating software called RS Means Construction Cost Estimator (MeansCostWorks.com).

6.8 Safety; Condition of Project Site and Ancillary Areas. Contractor is solely responsible for the condition and safety of the site of any Job Order Project as further set forth in Sections 3.3.9 and 3.3.13 of the UGC and Section 15 of the SGC. Further to Article 7 of the UGC and Sections 9 and 15 of the SGC, Contractor's Safety Plan shall include recommendations and information to Owner regarding the

assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence of any Owner-controlled insurance programs will not operate to diminish or eliminate Contractor's responsibilities under this Agreement. Owner agrees that Owner-provided Subcontractors shall be responsible for their safety precautions and programs of their employees, agents and independent contractors. Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with *Texas Health and Safety Code* Title 5, Chapter 365.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

- 7.1 Owner's Designated Representative. In any Job Order, Owner will identify the Owner's Designated Representative (as defined, and for the purposes set forth, in the UGC).
- 7.2 Site and Project Information. For any Job Order, Owner shall furnish available and relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions and any special investigations of the Project site as requested by Contractor and as reasonably necessary for the Project. Contractor shall verify all such information in accordance with Section 6.4; Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner, Project Architect or by others.
- 7.3 Entry on Land. Owner shall assist Contractor in gaining entry to state-owned or controlled property as necessary for Contractor to perform its services under any Job Order or to prepare a Project Proposal.
- 7.4 Review of Work. Owner will review the Work in progress as appropriate. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the Construction Documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.
- 7.5 Time for Response. Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 8 - ACCEPTANCE OF WORK

- 8.1 Owner's Satisfaction. All Work performed under this Agreement shall be completed to the satisfaction of Owner's Designated Representative for the Job Order Project. Owner's Designated Representative shall decide all questions regarding Contractor's performance under this Agreement and any Job Order, and such decisions shall be final and conclusive.
- 8.2 Correction of Work. If Owner's Designated Representative determines that all or any portion of the Work does not conform to the requirements of this Agreement and/or the Job Order, Owner shall have the option to order Contractor to correct the Work at no additional cost or expense to Owner, or to deduct the cost of correcting the Work from any other monies payable to Contractor under this Agreement (including sums due and owing under one or more Job Orders).
- 8.3 No Release. Owner's approval or acceptance of any Work will not release Contractor from liability for any defects in the Work.

ARTICLE 9 - COST PROPOSALS

- 9.1 General. Each Cost Proposal shall identify the General Conditions Cost items (in accordance with Section 9.2), the Labor Wage Rates (in accordance with Section 9.3), the pre-priced items (in accordance with Section 9.4), the non-pre-priced items (in accordance with Section 9.5), and any other costs (in accordance with Section 9.6) Contractor includes in a Project Proposal.

9.2 **General Conditions Cost Items.** The items listed in Exhibit B to this Agreement are **General Conditions Cost Items** (herein so called). General Conditions Cost Items shall not be billed to, or paid by, Owner.

9.3 **Labor Wage Rates.** Hourly rates for labor ("**Labor Wage Rates**") shall comply with State of Texas prevailing wage laws in accordance with the UGC and SGC. Prevailing wage rates for Harris County, Texas can be located online at <http://www.eng.hctx.net/Consultants/Construction/Prevailing-Wage-Rates>. Labor Wage Rates shall be billed to, and shall be paid by, Owner at Contractor's actual cost without application of the Coefficient Multiplier or other markup.

9.4 **Pre-priced Items.** Pre-priced items are items listed in the Unit Price Guide, other than General Conditions Cost Items and Labor Wage Rates, and priced by multiplying the cost specified for each such item by the Coefficient Multiplier (defined in Section 9.4.2). Each Cost Proposal should be based substantially on the use of pre-priced items. Owner shall not pay the cost of any pre-priced item not listed and priced as such in the Project Proposal.

9.4.1 The Unit Price Guide is a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by Owner to be used in administration of this Agreement. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The **Unit Price Guide** for this Agreement is R.S. Means, *Facilities Construction Cost Data*, which is hereby incorporated by reference. The most current edition of the Unit Price Guide shall be adopted as updates become available. The unit price for pre-priced items is derived by multiplying the unit price for such item in the bare cost column of the Unit Price Guide by the coefficient for the City of Houston - area code (713) listed in the Unit Price Guide. The product of the unit price (calculated in accordance with the immediately preceding sentence) is then multiplied by the Coefficient Multiplier to arrive at the figure to be charged to Owner for a Job Order Project.

9.4.2 The **Coefficient Multiplier** is a numerical factor which is applied to the unit prices (calculated in accordance with Section 9.4.1) to cover all of Contractor's other costs in performing the Work for a Job Order Project including, but not limited to, General Conditions Cost Items, general and administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, Contractor's profit, and indirect costs. The Coefficient Multipliers for any and all Job Orders issued under this Agreement are:

Initial Term	_____
First Renewal Period (if any)	_____
Second Renewal Period (if any)	_____

9.4.3 Where the Unit Price Guide identifies a minimum/maximum range for a pre-priced item, the Contractor shall provide a not-to-exceed amount for the pre-priced item in its Job Order Proposal.

9.4.4 If Contractor's Actual Cost for materials required by Owner exceeds the unit price (calculated in accordance with Section 9.4.1) for the materials, then Contractor shall submit, concurrently with and in support of the Job Order Proposal, not less than two (2) bids for such materials from reputable subcontractors. Owner may then either increase the Contract

Sum or change its materials requirements. If Owner changes its materials requirements, then Contractor shall submit a revised Job Order Proposal taking into account the change.

9.4.5 No overtime or shift differential labor charge (however termed) shall be billed to, or payable by, Owner

9.4.6 Owner may, at its sole discretion, require Contractor to use materials or merchandise purchased by Owner for a Project, in which event Contractor shall not invoice Owner for such materials and/or merchandise.

9.5 Non-Pre-priced Items. Non-Pre-priced items are the necessary, but incidental, parts of a Job Order Project that are not General Conditions Cost Items or susceptible to unit pricing using the Unit Price Guide. Non-pre-priced items for any Job Order Project shall be billed to Owner at Contractor's Actual Cost. Non-pre-priced items shall not exceed ten percent (10%) of the total cost proposal for a Job Order Project. Owner shall not pay the cost of any non-pre-priced item that should have been submitted as a pre-priced item in the Project Proposal.

9.6 Other Costs. Extraordinary costs (i.e., not General Conditions Cost Items) that are unique to a Job Order Project and not listed in the Unit Price Guide may be submitted for reimbursement by Owner only if the cost was specifically pre-authorized by Owner in writing. Owner shall not pay the cost of any item submitted as "other cost" that should have been submitted as a General Conditions Cost Item or pre-priced item in the Project Proposal.

9.6.1 Contractor shall submit for reimbursement for other cost items the product of the actual cost of such items from Contractor's usual sources of supply with all usual trade practice discounts applied, multiplied by the Coefficient Multiplier; provided, however, if Owner has specified a particular material or equipment for a Project, Contractor shall obtain such material or equipment from sources that charge the lowest price.

ARTICLE 10 - PAYMENT

10.1 Progress Payments. All payment requests must be submitted on Owner's approved form of Application for Payment, noting the Contract Number, Account Number and specific Job Order Number, and including required attachments identifying payments to HUBs and to all Subcontractors. Failure to submit the HUB Subcontracting Plan Prime Contractor Progress Assessment Report form (<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>) with each Application for Payment on a Job Order that requires it will result in Owner's rejection of the application. With each Application for Payment, Contractor shall submit all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, including certified payrolls, and any and all other evidence required in the UGC and that Owner or Owner's Designated Representative deems necessary to support the amount requested. Owner shall pay Contractor for Work performed on Job Orders, subject to allowable additions and deductions, and make payment on account as provided by the UGC and SGC.

10.2 Retainage. Owner will withhold Retainage from each application for payment in accordance with the UGC.

10.3 Substantial Completion. Pursuant to the UGC and this Agreement, and prior to Owner's acceptance of Substantial Completion, Contractor shall provide Owner, to Owner's sole satisfaction, the following items, which are listed by way of example and not of limitation: Certificate of Occupancy, Owner manuals, punch list items and a certification statement that no asbestos containing building material is included in the Project.

10.4 Final Payment. Contractor's request for final payment on a Job Order must not be made until all Work for that Project is completed, all requirements of the Construction Documents have been satisfied,

and Contractor delivers to Owner either: (a) (i) a complete release of all liens arising out of the Work; (ii) written consent of Contractor's payment surety to release final payment; and (iii) an affidavit that, to the best of Contractor's information or knowledge, the release (item ii above) includes and covers all materials and services for which a lien could be filed, subject only to final payment by Owner; or (b) a bond satisfactory to Owner to indemnify Owner against any lien on the Job Order Project or any portion of the Work. If any lien remains unsatisfied after all payments on a Job Order are made, without diminishing or in any way affecting Owner's rights and remedies at law and in equity, Contractor shall refund to Owner all money Owner may be compelled to pay in discharging such lien.

10.4.1 Owner shall have no obligation to make final payment on a Job Order until a final accounting of the cost of the Work has been delivered to Owner by Contractor and has been audited and verified by Owner and/or Owner's representatives. The aggregate total of payments to Contractor will not exceed the Cost Proposal contained in the Job Order, plus any costs specifically pre-approved by Owner in the course of the Work. If any payments made to Contractor exceed that which is due and owing pursuant to this Agreement, then Contractor shall promptly refund such excess to Owner.

10.4.2 Contractor's (or Contractor's successor's or assign's) acceptance of final payment under this Agreement, will constitute a full and complete release of Owner from any and all claims, demands and causes of action whatsoever which Contractor or Contractor's successors have or may have against Owner except for those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

10.5 Savings. Each of the following items shall be credited against the Contract Sum, deducted from any Application for Payment, or refunded to Owner if realized, discovered or received after Final Payment:

- 10.5.1 The savings, if any between the anticipated cost of an item in the Cost Proposal (including General Conditions Cost Items) and the actual cost of such item.
- 10.5.2 The balance remaining, if any, in the "Allowances" after the allowance items have been selected and purchased.
- 10.5.3 100% of any unexpended contingencies, reimbursables, other allowances and savings resulting from any design or construction changes reducing the scope of the Work, at any time, whether before or after Final Payment.
- 10.5.4 Proceeds of the sale of all tools, surplus materials, construction equipment, and temporary structures which have been charged to the Work other than by way of rental, and remaining after completion, whether such sale is made to Owner, Contractor, or to some other party; and any such sale, if made to others than Owner, shall be at fair market price. The fair market value shall be determined by referring to the Contractor's Equipment Cost Guide latest edition published by the Associated General Contractors of America (AGC) or www.equipmentwatch.com, whichever rate is higher. Upon completion of the Work or when no longer required, all tools, construction equipment and materials purchased for the Work shall be sold and Contractor shall use its best efforts to obtain the highest price in respect of such sales.
- 10.5.5 If Owner makes funds available to Contractor, discounts earned by Contractor through advance or prompt payments. Contractor shall obtain all possible trade and time discounts on bills for material furnished, and shall pay said bills within the highest discount periods. Contractor shall purchase materials for any Job Order Project(s) in such quantities as will provide the most advantageous prices to Owner.

- 10.5.6 Rebates, discounts, or commissions allowed to and collected by Contractor from suppliers of materials or from subcontractors, together with all other refunds, returns, or credits received for return of materials, or, to the extent attributable to any Job Order Project, on bond premiums, insurance and sales taxes.
 - 10.5.7 Deposits made by Owner and not returned to Owner due to the fault of Contractor with respect to a Job Order Project or in connection with any other agreement between Owner and Contractor. Should Contractor not promptly so reimburse Owner upon demand, Owner shall be entitled to recover said amount from Contractor, including, but not limited to, by deducting the amount from payments due Contractor under any agreement with Owner or any of Owner's component universities.
 - 10.5.8 100% of any savings, other than those specifically listed above, identified by cost review or audit, at any time, whether before or after Final Payment.
- 10.6 No Waiver.
- 10.6.1 Nothing contained in this Agreement will require Owner to pay Contractor an aggregate amount for any Job Order Project that exceeds its Cost Proposal, or to make any payment if, in Owner's belief, the cost to complete the Work under a Job Order would exceed the unpaid balance of the Cost Proposal for that Job Order.
 - 10.6.2 No partial payment made under any Job Order will constitute Owner's final acceptance or approval of that part of the services to which such partial payment relates, or a release of Contractor's from any of its obligations under this Agreement and/or liabilities with respect to such services, or a waiver of Owner's rights and remedies with respect to that or any other Job Order.
 - 10.6.3 No liquidated damages charged and/or withheld by Owner in accordance with Section 3.5 will in any way diminish or otherwise affect Owner's rights and remedies, at law or in equity, with respect to Contractor's obligations under this Agreement (and any Job Order), except with respect to Owner's remedies for Contractor's delay in completing the Work to which the liquidated damages relates.

ARTICLE 11 - RECORD RETENTION; OWNER AUDIT RIGHTS

11.1 Audit Records. Contractor shall keep full and detailed records and accounts of all pertinent information related to this Agreement and any Job Order Project(s) in accordance with generally accepted accounting principles ("**GAAP**") and exercise such cost controls as may be necessary for proper financial management under this Agreement. The accounting and control systems must be satisfactory to Owner. Owner and its representatives (including but not limited to third-party auditing consultants, if any) will be afforded reasonable access, at reasonable times, to all records establishing the actual cost of a Job Order Project (collectively, "**Audit Records**"), including but not limited to: Contractor's accounting records, time sheets, payroll burden calculations, insurance rates and the support therefor, insurance contracts, insurance policies, bond cost documentation and other bond information, invoices, bills, and expense reports, records, books, foreman's reports, superintendent daily logs, correspondence, instructions, Record Drawings, receipts, Subcontracts (including all modifications, revisions and amendments), purchase orders, vouchers, memoranda, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.), original estimates, estimating work sheets correspondence, Change Order files (including documentation), general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, any other supporting evidence necessary to substantiate charges related to this Agreement and other records, drawings or data relating to the services rendered in accordance with this Agreement. Audit Records must be kept with respect to all Work, including Contractor self-performed work, even if Owner agrees to pay a lump sum for a portion

of the Work. Contractor shall preserve Audit Records for a period of four (4) years after Final Payment or abandonment of the Project, or for such longer period as may be required by law or directed in writing by Owner.

11.2 Inspection; Audit. The Audit Records (hard copy, as well as computer readable data if it can be made available) will be opened to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent Owner deems necessary. Such audits may require inspection and copying from time-to-time and at reasonable times and places of any and all such information, materials and data as set forth above of every kind and character. Such records subject to audit will also include those records necessary to evaluate and verify direct costs (including overhead allocations) as they may apply to costs associated with this Agreement.

11.2.1 Owner's agent or its authorized representative will have reasonable access at reasonable times to Contractor's facilities, and will be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, may contact subcontractors or other vendors related to the Project, will have access to all necessary records and be provided adequate and appropriate work space in order to conduct audits in compliance with this Article, and will be provided support from Contractor's staff as reasonably required.

11.2.2 In the event Contractor does not fully comply with the requirements of this ARTICLE 11, Contractor will be responsible for the reasonable actual costs and fees (including attorneys' fees) incurred by Owner in attempting to conduct its audit(s) and otherwise enforcing its rights under this ARTICLE 11.

11.2.3 If any audit discloses overcharges by Contractor to Owner that are (i) proven in the reasonable discretion of Owner and (ii) in excess of one half of one percent (.5%) of the total Contract Sum under the Job Order for which Contractor overcharged, then the reasonable actual cost of Owner's audit will be reimbursed to Owner by Contractor within thirty (30) days after receiving Owner's written notice. Any adjustments and/or records due to the overcharges will be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of Owner's findings to Contractor. Owner may deduct such reimbursement amounts from any money due or that becomes due Contractor.

ARTICLE 12 - CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Contractor represents, warrants and covenants to Owner as follows:

12.1 Standard of Care. All of the services to be performed by Contractor, including its agents, representatives and consultants, pursuant to this Agreement will be of the standards of care set forth in Section 6.4.

12.2 Conformity of Materials, Equipment and Work. The materials and equipment (if any) provided under this Agreement will be of good quality, will not contain ACBM, will be and new unless otherwise required or permitted by this Agreement or the Job Order to which it applies, that the construction will be free from faults and defects and that the construction will conform to the requirements of the Construction Documents. Contractor shall be responsible for correcting Work that does not comply with the Construction Documents at Contractor's sole expense, unless Owner specifically agrees in writing to accept the Work as-is.

12.3 Preference for Texas Products and Materials. To the extent this Agreement and/or any Job Order is subject to *Texas Government Code* Section 2155.4441, Contractor shall prefer products and materials produced in Texas as and when required by such statute.

12.4 Adequacy of Documents. Contractor warrants to Owner the sufficiency and completeness of all drawings, specifications and other information furnished or provided by or on behalf of Contractor and that such items will be free from material errors and omissions.

12.5 Authorization Under Law. All persons connected with Contractor directly in charge of its services are duly registered and/or licensed under Applicable Law, if so required by Applicable Law.

12.6 Construction Documents. Contractor shall call to Owner's attention anything of any nature in any Construction Documents supplied to Contractor (by Owner or any other party) that Contractor believes unsuitable, improper, or inaccurate in connection with the purposes for which such document or data is furnished. Nothing shall excuse or detract from Contractor's responsibilities or obligations hereunder in a case where such document or data is furnished unless Contractor advises Owner in writing that in its opinion such document or data and any requests made therein for action are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Contractor to proceed in accordance with the data as originally given.

12.7 Administration. Contractor shall furnish efficient business administration and superintendence and perform its services hereunder in the best way and in the most expeditious and economical manner consistent with the interests of Owner.

12.8 No Legal Impediments. There are no obligations, commitments or impediments of any kind that will limit or prevent performance of Contractor's obligations hereunder.

12.9 Legal Authority. Contractor has legal authority to enter into this Agreement, and the individual signing on behalf of Contractor has legal authority to bind Contractor and is specifically authorized by Contractor to do so. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; and (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement.

ARTICLE 13 – CONTRACTOR'S INDEMNIFICATION OF OWNER

13.1 Bodily Injury and Property Damage. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS CONSIDERATION FOR THE TERMS AND CONDITIONS OF THIS AGREEMENT, CONTRACTOR ("**INDEMNITOR**") AGREES TO RELEASE, INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS OWNER, THE UNIVERSITY OF HOUSTON, AND/OR ANY OF THEIR RESPECTIVE COMPONENT INSTITUTIONS, DIRECTORS, BOARD MEMBERS, REGENTS, TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, EMPLOYEES, LICENSEES, SUCCESSORS AND ASSIGNS ("**INDEMNITEES**") FROM ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, COSTS AND/OR EXPENSES, CONTROVERSIES, CAUSES OF ACTION, LAWSUITS, PROCEEDINGS, INJURIES, JUDGMENTS AND EXPENSES (INCLUDING MEDIATION, SETTLEMENT, ATTORNEY FEES, AND OTHER COSTS OR EXPENSES) (EACH, A "**CLAIM**") IF THE CLAIM: (1) IS RELATED TO BODILY INJURY, SICKNESS, DISEASE, DEATH OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY, INCLUDING ANY LOSS OF USE RESULTING THEREFROM (COLLECTIVELY, "**DAMAGE**"); AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY OF THE FOLLOWING: (A) A NEGLIGENT ACT OR OMISSION BY CONTRACTOR, ITS SUBCONTRACTOR, OR ANY OTHER PARTY FOR WHOSE ACTS THEY MAY BE LIABLE (EACH, AN "**INDEMNIFYING PARTY**"); OR (B) THE REFUSAL OR FAILURE TO COMPLY WITH ANY OBLIGATION IN THE AGREEMENT BY AN INDEMNIFYING PARTY; OR (C) VIOLATION OF APPLICABLE LAW(S) BY AN INDEMNIFYING PARTY.

13.1.1 Notwithstanding the foregoing provisions of Section 13.1, Contractor shall not be obligated to indemnify the Indemnified Parties from or against a Claim resulting from Owner's negligence when such negligence is the sole and proximate cause of the Damage which is the basis of the Claim. In the event Contractor and Owner are found jointly liable by a court of competent jurisdiction, liability for the Claim will be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to Owner under Texas law and without waiving any defenses of the Parties under Texas law.

13.2 Intellectual Property. CONTRACTOR SHALL PROTECT AND INDEMNIFY OWNER FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY OWNER AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OWNER SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF OWNER'S OR DESIGN CONSULTANT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, OWNER AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT OWNER'S EXPENSE.

13.3 Survival. The indemnities contained herein shall survive Final Completion and/or the termination of this Agreement.

ARTICLE 14 - NOTICES

14.1 Method of Service. All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing. Written notice may delivered in person to the designated representative of Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

14.2 Addresses. The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

If to Owner: Executive Director

University of Houston System
4211 Elgin
Houston, Texas 77204
Fax: 713-743-0032

with a copy to: General Counsel, UHS
University of Houston
311 E. Cullen Building
Houston, Texas 77204-2028
Fax: 713-743-0948

If to Contractor:

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 Independent Contractor. Contractor acknowledges that it is engaged as an independent contractor and that Owner neither will nor shall have any responsibility to supervise or to provide Contractor or its employees or Subcontractors with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for the construction means and methods use for any Job Order Project, as well as all income taxes imposed by Applicable Law in connection with this Agreement.

15.2 Statutory Certifications. By signing this Agreement, Contractor certifies as follows:

15.2.1 “Under Section 231.006, *Texas Family Code*, Contractor 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.”

15.2.2 “Under Section 2155.004, *Texas Government Code*, Contractor 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.”

15.3 Registration of Sex Offenders. Contractor shall require any individual on Owner’s property in satisfaction of Contractor’s obligations under this Agreement to register with University of Houston Department of Public Safety within seven (7) days of beginning work on Owner’s property in accordance with Texas Code of Criminal Procedure Article 62.153 if such individual (a) is required to register as sex offenders with local law enforcement authorities in accordance with Chapter 62 of the Texas Code of Criminal Procedure, and (b) will be on Owner’s property for fourteen (14) or more consecutive days or for more than thirty (30) days in any calendar year.

15.4 Certification of No Asbestos Containing Building Material or Work. All materials used in the construction or renovation of Owner’s property pursuant to a Job Order shall be certified as non Asbestos Containing Building Materials or Work (“ACBM”). In addition to the requirements of the UGC governing ACBM currently found in UGC Section 13.7), Contractor shall provide data sheets and/or labels as proof of compliance to the extent required by Applicable Law and shall deliver to Owner:

15.4.1 A certification statement, included with each materials submittal, stating that no ACBM is included within the scope of the proposed submittal.

15.4.2 Upon, and as a condition precedent to the occurrence of Substantial Completion, a certification statement that no ACBM is included in the Project.

15.4.3 A notarized statement that no ACBM has been used, provided, or left on a Project from each Subcontractor whose invoice is submitted with an application for payment for such Project. Owner may withhold payment of any portion of an application for payment relative to Work provided by a Subcontractor whose statement is not delivered as required by this Section 15.4.3.

15.5 Financial Interest. By signature hereon, Contractor certifies that no member of the Board of Regents of The University of Houston System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract. 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.

15.6 Dispute Resolution. Disputes arising from this Agreement and/or any Job Order will be handled pursuant to Article 15 of the UGC.

15.7 Exhibits. The Exhibits listed with the Table of Contents of this Agreement are incorporated into this Agreement for all purposes as if fully set forth herein.

15.8 Confidentiality. Contractor shall treat any Owner supplied information or information pertaining to Owner's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by Owner in writing.

15.9 Limitation of Liability. Except for the obligation of Owner to pay Contractor certain fees, costs, and expenses to the extent expressly set forth in this Agreement, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Interest on any award against Owner in an adjudication for breach of an express provision of this Agreement shall accrue at the Prime Rate not to exceed ten percent (10%) per annum. "**Prime Rate**" means the per annum interest rate publicly announced by a federally insured bank in the state of Texas selected by Owner as such bank's prime or base rate. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, employee, or regent of Owner or of the components comprising The University of Houston System, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

15.10 Successors and Assigns. Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.

15.11 Owner's Right to Terminate. Owner's ability to enter into Job Orders in general, and under this Agreement in particular, is dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board of Regents of The University of Houston System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall have the right to terminate this Agreement on written notice to Contractor without further duty or obligation hereunder.

15.12 Open Records. All information, documentation and other material submitted by Contractor may be subject to public disclosure under the Public Information Act, *Texas Government Code* Chapter 552.

15.13 Payment of Debt or Delinquency to the State. Pursuant to *Texas Government Code* Sections 2107.008 and 2252.093, Contractor agrees that any payments owing to Contractor under this Agreement and/or any Job Order may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

15.14 Taxes. The University of Houston System is a tax exempt State of Texas Agency under *Texas Tax Code* Chapter 151 and an institution of higher education. Contractor shall avail itself of all tax exemptions applicable to the Work and/or Contractor's expenses incurred in connection with any Job Order Project.

15.15 Waivers. No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement or any Job Order shall impair any such right or power or be construed to

be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

15.16 Force Majeure. No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character; **provided**, however, reasonably foreseeable adverse weather conditions will not an Excusable Delay. For purposes of this Section 15.16, “reasonably foreseeable adverse weather conditions” means weather conditions in keeping with the historical averages listed by the National Oceanic and Atmospheric Administration on its website, www.noaa.gov.

15.17 Governing Law and Venue. This Agreement and each Job Order (if any) shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Harris County, Texas.

15.18 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

15.19 Severability. Should any provisions of this Agreement be held invalid or unenforceable in any respect, that provision shall not affect any other provision and this Agreement shall be construed as if the invalid or unenforceable provision(s) had not been included.

15.20 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

[signatures commence on following page]

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

Corporation's/LLC's Attest:

CONTRACTOR

Corporate Secretary

Other business forms: Witness:

Seal:

By:_____

Name:_____

Title:_____

Date of Signature:_____

[signatures continue on following page]

UNIVERSITY OF HOUSTON SYSTEM

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____



EXHIBIT A
UNIVERSITY OF HOUSTON
JOB ORDER FORM

This Job Order ("Job Order") is subject to all terms and conditions of the Owner – Contractor Agreement by Project Job Orders between the University of Houston System ("Owner") and _____ ("Contractor") dated _____ (the "Job Order Agreement"). Job Orders become a part of the Job Order Agreement upon execution by both parties and Contractor's satisfaction of Contractor's obligations under ARTICLE 5 of the Job Order Agreement.

Date: _____ Account # _____

Contract # _____ Job Order # _____

Project Name: _____

Location: _____

To: _____

You are hereby directed to perform the services as described below in accordance with your Job Order Proposal dated _____ under the terms and conditions of the Job Order Agreement and at the sole satisfaction and approval of Owner.

SCOPE OF WORK:

COSTS/CHARGES:

Contractor's compensation shall be either:

- ☐ on an hourly rate of \$_____, not to exceed the amount of \$_____; or
☐ on a strict not-to-exceed amount of \$_____

Contractor will invoice Owner ☐ monthly or ☐ upon completion of this Job Order for unpaid compensation earned. Invoices shall reference Contract #_____ and Job Order #_____. Owner shall promptly process payment to Contractor for each invoice in accordance with Texas Government Code Chapter 2251, it being understood and agreed that Owner has no obligation to pay for Work that is not performed in compliance with the terms, provisions, conditions and requirements of the

Job Order Agreement, this Job Order, and the UGC and SGC (both of which are defined and expressly incorporated in the Job Order Agreement).

SCHEDULE: The Work to be performed under this Job Order shall begin on or before _____ and be completed on or before _____ (the "Project Completion Date"). The Project Completion Date is a material inducement to Owner in the award of this Job Order, and in default of completion of such Work by the Project Completion Date, Contractor shall pay to Owner liquidated damages in the amount of \$_____ for each day completion is delayed beyond the Project Completion Date.

Job Order # _____

Previous Total Job Order Amount: \$ _____

Value of this Job Order: \$ _____

Job Order Agreement Total: \$ _____ 0.00

CONTRACTOR:

Federal Tax ID #: _____

By: _____
Name:
Title:

Date: _____

AUTHORIZED AND ACCEPTED:

University of Houston System

By: _____ Date _____
Name:
Title:
Office:

By: _____ Date _____
Name:
Title:
Office:

By: _____ Date _____
Name:
Title:
Office:

By: _____ Date _____
Name:
Title:
Office:

By: _____ Date _____
Name:
Title:
Office:

By: _____ Date _____
Name:
Title:
Office:

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

EXHIBIT B
GENERAL CONDITIONS COST ITEMS

Project Management:

Superintendent(s)	Field/Office Engineer
Safety Manager	Field Office Support Staff
CPM Scheduler	Project Expeditor
Project Manager(s)	Assistant Superintendent(s)
Project Executive	

Bonds and Insurance (excluding any for Subcontractors)

Builder's Risk Insurance	Other General Project Insurance
General Liability Insurance	Payment & Performance Bonds

Site Conditions:

Temporary Utilities	Temporary Water Hookup, Distribution & Meters
Dumpsters	Temporary Telephone & Network System Installation
Temporary Toilets	Temporary Electrical Hookup, Distribution & Meters
Monthly Water & Sanitary Costs	Site Erosion Control (BMPs) & Project Entrance(s), Temporary Roads & Walkways
Monthly Electrical Costs	Street Cleaning
Temporary Fire Protection	Temporary Perimeter Fencing
Street Rental & Barricades/Traffic Control	
Fencing & Covered Walkways	
Monthly Telephone & Internet Costs	

Field Offices & Construction Supplies:

Partnering Costs	Employee ID System
First Aid Supplies	Small Tools and Storage Trailers
Job Photos/Videos	Office Clean-Up/Janitorial Services
Reference Manuals	Monthly Office Trailer Rental Costs
Reproduction Services	Fall Protection
Monthly Office Supplies	Cleaning at Substantial Completion & Final Acceptance
Project Specific Signage	Safety Materials, Equipment, Orientation & Training
Postage/Special Shipping	Project Milestone Events
Remote Parking Expenses	Jobsite Trailer Janitorial Service
Project/As-Built Drawings	Fire Extinguishers
Security System/Watchman	Personal Protective Equipment for Staff & Visitors (Trades in Contract Sum)
Move-In/Out & Office Setup	Jobsite Computer & Electronic Equipment
Mobilization & Demobilization	
Drinking Water & Accessories	
Monthly Cellular Phone & Pager Service	