UNT SYSTEM™

Strategic Infrastructure,
Planning & Construction

Request for Competitive Sealed Proposals

UNT HEALTH FORT WORTH CBH 1 RENOVATION OF IMAGING CENTER RFCSP763-26-1020ER

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DOCUMENT 001100
RFCSP763-26-1020ER
ADVERTISEMENT FOR COMPETITIVE SEALED PROPOSAL

University of North Texas System
UNT Health Fort Worth CBH 1 Renovation of Imaging Center
Response due: April13, 2026, at 2:00PM CDT
HUB Plan due: April 14, 2026, at 2:00PM CDT
Date of Virtual Opening: April 16, 2026, at 2:00PM CDT

In accordance with Education Code 51.783, the University of North Texas System (UNTS) subsequently referred to as Owner, is accepting proposals and intends to enter into an agreement with a vendor that specializes in General Construction in accordance with the terms and conditions and requirements set forth in this RFCSP. Sealed proposals for **RFCSP763-26-1020ER** will only be received by the Owner electronically through Jaggaer link provided below: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

Proposals will be received electronically up to 2:00p.m. CDT on **April 13, 2026.** VetHUB Sub-Contracting Plans must be received electronically up to 2:00p.m. CDT on **April 14, 2026.** Proposals received after the date and hour above stated will not receive consideration. Proposals will then be virtually opened and read aloud promptly at 2:00p.m. CDT on **April 16, 2026, via Teams meeting:**

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/22736167427609?p=Rvq2io7brhMioqbuUM
Meeting ID: 227 361 674 276 09
Passcode: 2H9ma6Ys

Need help? | System reference
Dial in by phone
+1 940-304-2772,,837573831# United States, Denton
Find a local number
Phone conference ID: 837 573 831#
For organizers: Meeting options | Reset dial-in PIN

Project Description

This project is for a general contractor to provide general construction services for the renovation of the Center for BioHealth (CBH), Level 1. The CBH currently houses the ITR (Institute for Translational Research) Imaging Center to support clinical research studies across UNT Health. The existing Imaging Center currently houses two (2) 3T MRI scanners and two (2) Siemens Biograph 450 PET/CT scanners. The program is wanting to expand with the addition of a third PET/CT scanner. The additional scanner will be located on the 1st floor with existing scanners and requires additional renovation for support spaces that include exam rooms and equipment spaces.

Note that construction will need to be performed working in an active, occupied imaging center space and cannot interfere with daily activities. Premium hours will be needed.

The Center for BioHealth is located at 3400 Camp Bowie Blvd, Fort Worth, Texas 76107.

Anticipated start date May 2026; the substantial completion of this project is expected by early January 2027.

Questions

Questions concerning this proposal should be directed to:

Elaine Robbins
Construction Contract Expeditor II

University of North Texas System
Office of Strategic Infrastructure, Planning & Construction

Elaine.robbins@untsystem.edu

All questions must be received no later than 2:00p.m. CDT on April 1, 2026. All questions and answers will be posted to the website by 5:00p.m. CDT on April 3, 2026.

The Owner may in its sole discretion respond in writing to questions concerning this Proposal. Only the Owner's responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNT System's website located at https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php . Oral or other written interpretations or clarifications shall be without legal effect.

Pre-Proposal Meeting

The pre-proposal meeting will be held virtually via Microsoft Teams at **1:30p.m. CDT** on **March 19, 2026.**

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/28625302437808?p=mS6mQOyT9BtLLE1t5z
Meeting ID: 286 253 024 378 08
Passcode: Ts7p9u9M

Need help? | System reference
Dial in by phone
+1 940-304-2772,,840800614# United States, Denton
Find a local number
Phone conference ID: 840 800 614#
For organizers: Meeting options | Reset dial-in PIN

Site Visit: Site visit will be conducted on **Monday, March 23, 2026,** beginning at **1:00p.m.** We will meet at **UNT Health Fort Worth, CBH Building, 1st Floor Lobby, 3400 Camp Bowie Blvd, Fort Worth, Texas 76107.** Parking is in the Operations office parking lot at 901 Clifton, Fort Worth, Texas 76107. A campus map is included as the last page of this package. Please be sure to obtain a one-day parking permit which can be purchased online https://www.unthealth.edu/police/parking-office/visitor-information/parking-permits/index.html . This will be the only site visit conducted.

Veteran Heroes United in Business (VetHUB)

In accordance with Texas Government Code 2155Vet, RFCSP for contracts with an expected value of $100,000 or more will require VetHUB Subcontracting Plan. All sub-contracted work whether identified by the Owner or not, is required to be identified in the HUB Sub-Contracting Plan. The Owner has set a VetHUB Sub-Contracting goal for each of these projects at 3.7%. Therefore, a Good Faith Effort Program in the form of a VetHUB Sub-Contracting Plan (HSP) is a mandatory condition precedent to the award of an such extension of the contract. The Plan should reflect all sub-contracting opportunities to be utilized in this project and can be found online at (http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan--allfms.pdf). Complete, sign and submit the VetHUB Sub-Contracting Plan form within 24 hours of the proposal response.

Only RFCSP responses with approved VetHUB Sub-Contracting Plans will be opened. Please upload your VetHUB Sub-Contracting plan as a separate attachment from your RFCSP response through the UNTS Jaggaer link provided above. You will have two (2) files to upload, your Proposal response and then your VetHUB Sub-Contracting Plan.

Questions regarding the completion of the VetHUB Sub-Contracting Plan should be directed to Rosa Violante or Sony Simon at hub@untsystem.edu.

The Owner is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by the Owner. The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

END OF SECTION

DOCUMENT 002100
RFCSP763-26-1020ER
INSTRUCTIONS FOR PROPOSAL

University of North Texas System (UNTS) subsequently referred to as the Owner, is accepting sealed proposals from contractors for a General Construction project, pursuant to Sec. 51.783, *Texas Education Code*, in accordance with the terms and conditions and requirements set forth in this Request for Competitive Sealed Proposal (RFCSP).

1. PRE-PROPOSAL MEETING:

A virtual pre-proposal meeting will be conducted to answer any questions regarding the scope of the project and the submission of the VetHUB Sub-Contracting Plan. Attendance is not mandatory but highly recommended. The pre-proposal meeting will be held virtually via Microsoft Teams, March 19, 2026, at 1:30p.m. CDT:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/28625302437808?p=mS6mQOyT9BtLLE1t5z
Meeting ID: 286 253 024 378 08
Passcode: Ts7p9u9M

Need help? | System reference
Dial in by phone
+1 940-304-2772,,840800614# United States, Denton
Find a local number
Phone conference ID: 840 800 614#
For organizers: Meeting options | Reset dial-in PIN

There will be a site visit on **Monday, March 23, 2026, at 1:00p.m.** This will be the only site visit conducted. We will meet at the site, UNT Health Fort Worth, Center for BioHealth (CBH), 3400 Camp Bowie Blvd., Fort Worth, Texas 76107. We will meet at 1st Floor Lobby area of the CBH building. Parking will be in the Operations office parking lot at 901 Clifton, Fort Worth, Texas 76107. A campus map is included as the last page of this package. Please be sure to obtain a one-day parking permit which you can purchase online at https://www.unthealth.edu/police/parking-office/visitor-information/parking-permits/index.html .

2. PROJECT PROPOSED SCHEDULE

March 12, 2027		Issue RFCSP
March 19, 2026	1:30p.m.	Pre-Proposal Conference - Virtual
March 23, 2026	1:00p.m.	Site Visit
April 01, 2026	2:00p.m.	Deadline for Submission of Questions
April 03, 2026	5:00p.m.	Responses to Questions Post on Website
April 13, 2026	2:00p.m.	Deadline for Submission of Proposal
April 14, 2026	2:00p.m.	Deadline for HUB Sub-Contracting Plan
April 16, 2026	2:00p.m.	Public Opening - Virtual
May 2026		Formal Contract Award Notification
May 2026		Agreement Authorized
May 2026		Anticipated Notice to Proceed
January 2027		Final Completion

3. GENERAL REQUIREMENTS

3.1 Pricing

Your proposal must include all labor, material, equipment and services necessary to complete the work required by the construction documents. Pricing reflects the full Scope of Work defined herein; inclusive

of all associated cost for delivery, labor, insurance, taxes, overhead and profit, or as otherwise defined, as appropriate. Contractor must complete the Document 004100, *Proposal Form*.

3.2 Unit Prices

When requested, Respondents must price per unit shown. Unit prices shall govern in the event of extension errors. Respondents must give unit prices for each item to be purchased. An “All or None” response by Respondent may be rejected at the option of the Owner. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.

3.3 Schedule

Time is of the essence in the performance of the Contractor’s duties. It is critical that a realistic expedited schedule is provided.

3.4 Purchasing Items

A. Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Substitution requests of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.

B. Unless otherwise specified, all materials shall be new and unused.

C. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.

D. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent’s expense. Each sample should be marked with Respondent’s name, address, and requisition number. Do not enclose in or attach offer to sample.

E. A one (1) year warranty from substantial completion is required.

F. Delivery

i. Show number of days required to complete project under normal conditions.
ii. No substitutions permitted without written approval of Owner.

G. Inspection and Tests

All work will be subject to inspection and test by the Owner. All costs shall be borne by the respondent in the event of failed inspection or tests.

3.5 Eligible Respondents

Only individual firms or formal joint ventures may apply. Two (2) firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a respondent from having consultants.)

4. SUBMISSION OF PROPOSALS

4.1 Submit a total of one (1) complete signed electronic copy of the entire response including the questionnaire. Responses are limited to no more than twenty-five (25) pages. Please submit (1) copy of your signed HSP the following day as noted in the Project Proposed Schedule shown above in #2. No QR codes will be accepted as part of your response and may disqualify your response.

4.2 You must submit your response and HSP electronically through the UNTS Jaggaer website link as follows:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

In order to submit proposals electronically, Proposer must have a working, registered vendor username and password to login. If this is the first time Proposer has attempted to submit a response electronically, please register at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS
Proposers are highly encouraged to ensure you have a working login in advance of the submission deadline.
Proposer is responsible for ensuring it has the technical capability to submit its proposal via electronic submission.
Browser requirements: Chrome
Proposer shall be solely responsible for ensuring timely submission of the Proposal.

UNTS is not responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal of inaccessibility of the submitted data. **Proposers are highly encouraged to prepare and allow for sufficient time to familiarize themselves with the electronic submission requirements and to address any technical or data issues Prior to the Proposal due date and time**.

A. Late proposals will not be considered under any circumstances.

B. Facsimile ("FAX") or emailed proposals are not acceptable.

C. **The Proposal must be submitted no later than 2:00p.m. CDT on April 13, 2026. Proposals received after the date and hour previously stated will not receive consideration. The VetHUB Sub-Contracting Plan must be submitted no later than 2:00p.m. CDT on April 14, 2026. Failure to submit the VetHUB Sub-Contracting plan will disqualify your proposal.**

   Your Proposal and VetHUB Plan must be submitted electronically thru the UNT System Jaggaer site at: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

   Proposals will be received until the date and time established for receipt, then opened. The names of the respondents who submitted proposals will be made public. **A public opening shall be held virtually on April 16, 2026, promptly at 2:00p.m. CDT. Public bid opening will be held virtually via Microsoft Teams meeting:**

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/22736167427609?p=Rvq2io7brhMioqbuUM
Meeting ID: 227 361 674 276 09
Passcode: 2H9ma6Ys

Need help? | System reference
Dial in by phone
+1 940-304-2772,,837573831# United States, Denton
Find a local number
Phone conference ID: 837 573 831#
For organizers: Meeting options | Reset dial-in PIN

4.3 After proposals are received in response hereto and notice of intent to award a contract is made, the successful Contractor will be required to enter into a contract in the form of the Owner's standard General Construction Agreement. **The Contractor should review the contract as no changes to the standard contract will be accepted.**

Any questions or concerns regarding this Request for Proposals shall be directed to:

Elaine Robbins –Construction Contract Expeditor II
University of North Texas System
Office of Strategic Infrastructure, Planning & Construction

Please submit solicitation questions to: elaine.robbins@untsystem.edu

All questions must be received no later than April 1, 2026, at 2:00p.m. CDT. All questions and answers will be posted to the website by 5:00p.m. CDT, April 3, 2026.

The Owner specifically requests that Respondents restrict all contact and questions regarding this RFCSP to the above-named individual.

Responses to inquiries which directly affect an interpretation or change to this RFCSP will be issued in electronically by addendum (amendment) and posted at:
https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php ,
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS ,
and http://www.txsmartbuy.com/sp

All such addenda issued by the Owner prior to the time that proposals are received shall be considered part of the RFCSP, and the Respondent shall be required to consider and acknowledge receipt of such on the proposal form. Contractors are responsible for obtaining any addenda posted on the websites listed above.

Only those inquiries the Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The Respondent must acknowledge all addenda in Document 004100, *Proposal Form*.

4.4 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, and all other laws and regulations and executive orders as are applicable.

4.5 University's Right to Audit

At any time during the term of any Contract resulting from this solicitation and for a period of seven (7) years thereafter, the Owner or a duly-authorized audit representative of the Owner or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, Contractor shall refund the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due Contractor.

4.6 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than seven (7) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives.

4.7 Insurance and Bonds

The Contractor shall provide and maintain insurance, performance bond, and payment bond as required. The minimum insurance coverage and bonding requirements are stated in *Uniform General Conditi*

4.8 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Agreement shall accrue, directly, or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are, by definition, an employee of the State.

4.9 Non-Disclosure

Contractor and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or Owner, unless (i) required by law, (ii) required by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.10 Publicity

Contractor agrees that it shall not publicize this potential Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the Owner's employees or use the Owner's name in connection with any sales promotion or publicity event without prior written approval.

4.11 Assignment

The potential agreement with Contractor resulting from this RFCSP is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party without the Owner's prior written consent. The benefits and burdens of such agreement are, however, assignable by the Owner.

4.12 Assignment of Overcharge Claims

Contractor hereby assigns to the Owner any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.13 Patent and Copyright

Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by any resulting Contract.

4.14 Texas Public Information Act

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFCSP information.

4.15 Freedom of Access and Use of Facilities

Contractor's employees shall have reasonable and free access to use only those facilities of the Owner that are necessary to perform services under a resulting Contract and shall have no right of access to any other facilities of the Owner.

4.16 Observance of University Rules and Regulations

Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.

4.17 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFCSP.

4.18 Governing Law

A. This RFCSP, and any resulting Contract, agreement or purchase order shall be construed and governed by the laws of the State of Texas excluding its choice of law principles.

B. The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have been issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, “Privacy Laws”). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that is required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.

C. **Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to, the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

D. **Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions, even if part of a State or local government follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document, vendor certifies that vendor is in compliance with OMB A-110 and that vendor is not on the Debarred Bidders List.

4.19 Owner’s Special Conditions

The Owner requires full compliance with Specifications, Contract, and General Requirements. The documents shall be a part of this RFCSP and the Contract.

4.20 Prevailing Wage Schedule, University of North Texas System

Prevailing wage schedule shall in accordance with Texas Government Code, Chapter 2258. The hourly wage rate for work over forty (40) hours a week and work on legal holidays shall be not less than one and one-half (1.5) times the hourly rates.

Respondents shall base their proposals on rates they expect to pay. The Owner will not consider claims for extra payment to the Contractor on account of payment of wages higher than those required by Texas Government Code, Chapter 2258.

4.21 Pursuant to Section 231.006 of the Family Code, response must include names and social security numbers of each person with at least twenty-five (25) percent ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

4.22 **Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to in the Solicitation and may result in disqualification of the response.**

A. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.

B. **Excess Obligations Prohibited**: The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which the Owner applies annually. Any purchase order may be canceled at any time without penalty if legislative and/or Owner funds are not appropriated for goods or services obligated on any purchase order beyond the current fiscal year (September 1 through August 31 of any given year.)

C. **Cancellation**: Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by the Owner for some other reason through no fault of the vendor, the vendor will be contacted. The Owner reserves the right to cancel this contract upon thirty (30) days written notice to the Contractor. The Contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should unforeseeable conditions occur.

D. **Miscellaneous:** The laws of the State of Texas shall prevail, including the Public Information Act. Any Order is not confidential. All transactions associated with this Order may be subject to audit. Vendor, by accepting this Order agrees to allow access to all records regarding this transaction upon written request by UNTS Internal Auditors and/or UNTS Business Support Services Procurement department.

5. EVALUATION

5.1 The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and provides the Best Value to the Owner in the Owner's sole discretion. Offers will be evaluated by an evaluation committee that will include employees of the Owner and other persons invited by the Owner to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to the Owner by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to the Owner. The successful respondent will be required to enter into a contract acceptable to the Owner.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. The Owner may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of the Owner and will be extended in writing.

In evaluating Proposals to determine the best value for the State, the Owner may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System.

5.2 Evaluation Criteria

Proposals will be opened publicly/virtually to identify the names of the proposers and their respective proposed agreement amounts. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award. Proposals will be evaluated by the Owner. The criteria for evaluation, Best Value determination using Education Code 51.783 and selection of the successful proposer for this award, will be based upon the equally weighted factors listed below:

A. Proposed agreement amount listed on Proposal form.
B. Proposed number of calendar days indicated on Proposal form.
C. The qualifications and experience of the proposer's key personnel and subcontractors committed to the project. Project leader and key personnel with minimum five (5) years experience with similar scale projects at universities in actively occupied spaces, experience with lab renovations. Provide resumes of key team members working on project, complexity and schedule along with previous experience with construction on a University campus with heavy foot and vehicular traffic.
D. Proposer's current workload and availability of personnel and equipment. Provide information as to contractor's ability to provide adequate manpower to complete the project in the allotted time schedule. Please include a list of proposed subcontractors and their qualifications.

E. The quality of references from owners and architects for similar projects completed by the proposer within the last five (5) years.
F. The proposer's proposed project schedule and the demonstrated ability to have met expedited schedules on similar projects. Please provide a detailed schedule of work and timeline for the project from start to final completion.
G. The responsibility and reputation of the proposer, including claims and litigation experiences.
H. The proposer's safety record.
I. The sufficiency of the proposer's financial resources.

6. AWARD PROCESS

6.1 After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by the Owner on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by the Owner on the basis of negotiation with any of the respondents. At the Owner's sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest-rated offers. The Owner will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. The Owner will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer; however, the Owner reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After the submission of offers but before final selection of the Successful Offer is made, the Owner may permit a respondent to revise its offer in order to obtain the respondent's best final offer. The Owner is not bound to accept the lowest-priced offer if that offer is not in its best interest, as determined by the Owner.

The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

6.2 Respondent's Acceptance of Evaluation Methodology

Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent's recognition that some subjective judgments must be made by the Owner during this Proposal process.

6.3 Contract

A. A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until a UNTS Agreement is issued and accepted. The contract shall be governed, construed, and interpreted under the laws of the State of Texas excluding its choice of law principles, as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in §105.151 of the Texas Education Code.

i. An award is made to the Vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered.
ii. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than thirty (30) days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.
iii. If a "best offer" vendor shows not to be in "good standing," this agency may reject the response and award to the next best response.
iv. The Owner reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever the Owner, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the Owner.

B. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through proposer and the requirement to cooperate is included in any subcontract it awards

6.4 Response Results: It is not the policy of the Owner to furnish results over the telephone. Bid tabulations may be requested by email to elaine.robbins@untsystem.edu .

6.5 Veteran Heroes United in Business (VetHUB)

A. If Owner elects to award the future Construction Phase Services to the Construction Manager, the proposed contract is expected to exceed $100,000.00. A Good Faith Effort Program in the form of a VetHUB Sub-Contracting Plan (HSP) is a mandatory condition precedent to the award of any such extension of the contract. The Owner has set a VetHUB Sub-Contracting goal for this project at 3.70%. The HSP will become a part of the General Construction Agreement.

B. Centralized Master Bidders List (CBML): The Owner utilizes the Texas Comptroller of Public Accounts CMBL to locate potential VetHUB vendors. The CMBL is located at: http://comptroller.texas.gov/purchasing/vendor/cmbl/. Non-HUB respondents are identified from various sources including the CBML.

C. Questions regarding completing the HSP should be directed to Rosa Violante or Sony Simon, Assistant HUB Coordinators at 940-369-5500 or hub@untsystem.edu. Additional information can also be found at the Texas Comptroller for the Public Accounts website at:

http://www.window.state.tx.us/procurement/prog/hub/hub-forms/ .

FAILURE TO MEET HUB REQUIREMENTS MAY RESULT IN THE TERMINATION OF THE CONTRACT.

END OF SECTION

DOCUMENT 004100
RFCSP763-26-1020ER
UNT Health Fort Worth CBH 1 Renovation of Imaging Center

PROPOSAL FORM

Proposal of: _____
(Company Name)

In accordance with Education Code 51.783, the UNT System, subsequently referred to as the Owner, is accepting proposals and intends to enter into an agreement with a General Construction contractor in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposal (RFCSP).

UNTS is accepting sealed bids no later than 2:00 p.m. CDT on April 13, 2026. Bids received after the date and hour previously stated will not receive consideration. The VetHUB Sub-Contracting Plan is due no later than 2:00 p.m. CDT on April 14, 2026. Failure to submit the VetHUB plan will disqualify your proposal.

The scope of work of this RFCSP is General Construction for the UNT Health Fort Worth CBH 1 Renovation of Imaging Center. A sample copy of the agreement has been included for review. **No changes to the agreement will be considered**.

PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFCSP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AS DIRECTED.

TO: Elaine Robbins
Construction Contract Expeditor II
University of North Texas System

Via Electronic Delivery through Jaegger Website Link below:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

BASE BID

Pursuant to and in compliance with the Contract Documents and any attachments thereto, including the Advertisement for Competitive Sealed Proposal and Instruction for Proposals, the Proposer hereby certifies that it has, carefully examined the Contract Documents.

UNT Health Fort Worth CBH 1 Renovation of Imaging Center **Prepared by: Perkins & Will**

Base Bid: The conditions affecting the Work, and being familiar with the site; and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Contract Documents for the above referenced project for the following sum **(Not including bond cost)**:

$

***Please provide a breakdown of costs of your Base Bid amount. Add an additional page as necessary.**

Number	Alternates	Quantity	Price Per Unit:	Total Cost
	NO ALTERNATES		$	$

PAYMENT TERMS

The Owner shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1112 Dallas Drive, Suite 4200, Denton, Texas 76205.

a. Payment on any contract will be withheld from Proposer if Proposer is determined to be more than thirty (30) days delinquent for Child Support.
b. Successful Proposer shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.
c. **DISQUALIFICATION**: Response is subject to disqualification if Proposer provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.
d. Proposer agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SALES TAX

Purchases made for the Owner's use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

INSURANCE

The Proposer shall provide and maintain, until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as stated in *UGC*.

TIME OF COMPLETION

Consecutive Calendar Days needed to complete the project: _____ calendar days

LIQUIDATED DAMAGES

Liquidated damages will be in accordance with Division 00, Section 007000 "UGC".

BOND

In accordance with Texas Government Code 2253, a Payment Bond is required for all public works agreements over $25,000.00 and a Performance Bond for all public works agreements over $100,000.00. It is estimated that this agreement will be over $100,000.00 so a Payment and Performance Bond is required. Please provide the amount as a total bond cost. The Owner will pay bonding costs to the awarded vendor as a pass-through amount with proper documentation provided along with an invoice.

Payment and Performance Bond cost: $ _____

ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFCSP. (Initial, if applicable)

No. 1: _____ No. 2: _____ No. 3: _____ No. 4: _____ No. 5: _____ No. 6: _____

Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____

QUALIFICATIONS

Refer to Attachment A of this document. Qualifications must be submitted on the enclosed form and no other document will be accepted. Not providing qualifications on the provided form will be cause for disqualification.

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of one hundred eighty (180) days following the proposal opening.

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFCSP documents and contained herein.

2. By signature hereon, Respondent affirms that it has not given, 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 submitted proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.

3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS's option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFCSP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.

7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

   - ☐ Supplies, materials, or equipment produced in Texas/offered by Texas bidders
   - ☐ Agricultural products produced or grown in Texas
   - ☐ Agricultural products and services offered by Texas bidders
   - ☐ USA produced supplies, materials, or equipment
   - ☐ Products of persons with mental or physical disabilities
   - ☐ Recycled, remanufactured, or environmentally sensitive products, including recycled steel products

- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards

Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

8. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:

   - ☐ VetHistorically Underutilized Business
   - ☐ Small Business (House Bill 366, 64th Legislature)
   - ☐ Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
   - ☐ Certified by Texas Department of Commerce
   - ☐ Status not claimed

9. By signature hereon, Respondent certifies as follows:

   "Under Section 231.006, Texas Family Code, the vendor or applicant 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."

   "Under Section 2155.004, Texas Government Code, the vendor or applicant 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."

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFCSP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.

11. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

    Name of former Executive: _____

    Name of State Agency: _____

    Date of separation from State agency: _____

    Position with Respondent: _____ Date of employment with Respondent: _____

12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFCSP. (ref. Section 2155.004, Texas Government Code).

13. Respondent represents and warrants that all articles and services quoted in response to this RFCSP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

14. **Suspension, Debarment, and Terrorism:** Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

16. By signature hereon, Respondent will comply with and agree to use E-Verify System in accordance with State of Texas Executive Order RP-80 throughout this project as appropriate.

17. Respondent affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code, Section 2270.002. Additionally, Respondent shall not engage in a boycott of Israel during the term of this agreement.

18. Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2274.002, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and willnot discriminate against a firearm entity or firearm trade association during the term of this agreement.

19. Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2274.02, that it does not boycott energy companies and will not boycott energy companies during the term of this agreement.

20. By signature hereon, Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2252.201-2252.205, that is is in compliance with the requirement that any iron or steel project produced through a manufacturing process and used in the Project is produced in the United States.

21. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number.

Complete the following:

Payee Tax ID No. _____

FEI No. _____

If a Corporation
State of Incorporation: _____
Charter No: _____

Company Information:

_____
(Company Name)

_____
(Street Address Line 1)

_____
(Street Address Line 2)

_____
(City, State, Zip Code)

Submitted by:

_____
(Authorized Signature)

_____
(Printed Name/Title)

_____
(Date)

_____
(Telephone Number)

_____
(Email Address)

ATTACHMENT A

QUALIFICATIONS
RFCSP763-26-1020ER
UNT Health Fort Worth CBH 1 Renovation of Imaging Center

ITEMS 1 THROUGH 5 TO BE SUBMITTED WITH PROPOSAL

Proposer's Name:_____

Point of Contact:_____

Address:_____

City, State, Zip:_____

Telephone No.:_____ Fax No._____

Email:_____

State Comptroller Vendor Identification Number:_____

1. GENERAL

A. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.

B. Attach your Project Organization Chart and resumes of individuals who would be assigned to this project.

C. Proposed schedule (Bar chart acceptable).

2. HISTORY

A. ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

State of Incorporation:_____

B. In continuous business since:_____

Remarks (if required):

_____

_____

_____

C. Corporate Officers, Partners or Owners of Organization:

Name	Branch Manager	Telephone Number

D. Check box(es) corresponding to the nature of your business:

☐ Large Business (100 or more employees)

☐ Small Business (fewer than 100 employees)

☐ VetHUB Business

☐ Other (Define) _____

E. Has your organization ever defaulted or failed to complete any work awarded?

☐ Yes ☐ No

If yes, stipulate where and why:_____

_____

_____

F. Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time?

☐ Yes ☐ No

If yes, stipulate where and why:_____

_____

_____

3. EXPERIENCE

A. Normally performs _____ % of the work with own forces. List trades below:

_____

_____

B. Propose to perform _____% of the work for project with own forces. List trades below:

_____

_____

C. List all major projects of your organization has in-progress. If more space is needed attach pages to this form using format below identified by item and sub-item:

i. Name, Location and Description of Project:_____

_____

_____

_____

Contract Amount:_____

Percent Complete:_____

Project Completion Date:_____

Owner Reference Contact and Telephone Number:

_____

_____

Architect Reference Contact and Telephone Number:

_____

_____

ii. Name, Location and Description of Project:_____

_____

_____

_____

Contract Amount:_____

Percent Complete:_____

Project Completion Date:_____

Owner Reference Contact and Telephone Number:

_____

_____

Architect Reference Contact and Telephone Number:

_____

_____

iii. Name, Location and Description of Project:_____

_____

_____

_____

Contract Amount:_____

Percent Complete:_____

Project Completion Date:_____

Owner Reference Contact and Telephone Number:

_____

_____

Architect Reference Contact and Telephone Number:

_____

_____

D. Total number and dollar amount of contracts currently in progress:

Number_____ $_____

E. Largest contract currently in-process: _____

Anticipated date of completion: _____

F. Volume of work completed over last five (5) years: (Through 12/31)

Year _____ $_____

_____ $_____

_____ $_____

_____ $_____

_____ $_____

G. List five (5) major projects of similar scope your organization has completed in the last five (5) years with completion date, photos and references. Other projects of particular significance may also be listed.

i. Name, Location and Description of Project:_____

_____

_____

_____

_____

Contract Amount:_____

Percent Complete:_____

Project Completion Date:_____

Owner Reference Contact and Telephone Number:

_____

Name Telephone Number

Architect Reference Contract and Telephone Number:

_____

Name Telephone Number

ii. Name, Location and Description of Project:_____

_____

_____

_____

_____

Contract Amount:_____

Percent Complete:_____

Project Completion Date:_____

Owner Reference Contact and Telephone Number:

_____

Name Telephone Number

Architect Reference Contract and Telephone Number:

_____

Name Telephone Number

iii. Name, Location and Description of Project:_____

_____

_____

_____

_____

Contract Amount:_____

Percent Complete:_____

Project Completion Date:_____

Owner Reference Contact and Telephone Number:

_____

Name Telephone Number

Architect Reference Contract and Telephone Number:

_____

Name Telephone Number

iv. Name, Location and Description of Project:_____

_____

_____

_____

_____

Contract Amount:_____

Percent Complete:_____

Project Completion Date:_____

Owner Reference Contact and Telephone Number:

_____

Name Telephone Number

Architect Reference Contract and Telephone Number:

_____

Name Telephone Number

v. Name, Location and Description of Project:_____

_____

_____

_____

_____

Contract Amount:_____

Percent Complete:_____

Project Completion Date:_____

Owner Reference Contact and Telephone Number:

_____
Name Telephone Number

Architect Reference Contract and Telephone Number:

_____
Name Telephone Number

H. Has your organization had any claims and/or litigations in the last five (5) years?

_____

If yes, attach a list with project name, date or project, owner, owner's contact person with telephone number and summary explanation.

4. SAFETY PROGRAM

A. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last three (3) years, as obtained from your insurance agent.

YEAR			
EMR			

B. Complete matrix for the three (3) past years, as obtained from OSHA N. 200 Log:

Year			
Number of injuries and illness			
Number of lost time accidents			
Number of recordable cases			
Number of fatalities			
Total Injury & illness rate from OSHA 300 log			

Please provide your SIC Code _____

C. Are regular project safety meetings held for Field Supervisor(s)?

☐ Yes ☐No

If yes, frequency:

☐Weekly ☐Bi-monthly ☐Monthly ☐As Needed

D. Are project safety inspections conducted? ☐Yes ☐No

If yes, who performs inspection? How often?

_____ _____

E. Does organization have a written safety program? ☐Yes ☐No

If yes, provide a copy. It will become a compliance document upon contract award.

F. Does your organization have a safety orientation program for new employees? ☐Yes ☐No

For employees promoted to Field Supervisors? ☐Yes ☐No

If yes, does your Supervisor Safety Program include instructions on the following:

	Yes	No
Safety work practices	☐	☐
Tool box safety meetings	☐	☐
First aid procedures	☐	☐
Accident investigation	☐	☐
Fire protection	☐	☐
New worker's orientation	☐	☐

5. FINANCIAL

A. Attach an audited Financial Statement, including a profit and loss statement and other supporting schedules. If the last audited statement is over twelve (12) months old, include the most current unaudited statement.

B. Surety Company:_____

Agent:_____

Name of Contact:_____Telephone No._____

C. Bonding Capacity:_____

Limit per project:_____

Unencumbered bonding capacity:_____

D. Trade References (Additional references may be included as attached sheets.)

i. Organization:_____

Agent:_____

Name of Contract:_____Telephone No._____

ii. Organization:_____

Agent:_____

Name of Contract:_____Telephone No._____

iii. Organization:_____

Agent:_____

Name of Contract:_____Telephone No._____

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors *meets or exceeds* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors *does not meet or exceed* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

Rev. 2/26

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: **When a state agency requires a subcontracting plan, a bid, proposal, offer, or other applicable expression of interest for the contract must contain a plan to be considered responsive**.

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the agency specific HUB goal. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs shall qualify for meeting the HUB goal.

The statewide HUB utilization goals are qualitative, with the goal of increasing participation of service-disabled veteran businesses in state purchasing and contracts.

UNTS | UNT| UNT Health | UNTD FY2026 UNTS VetHUB Goals
Heavy construction other than building contracts, 0.00%
Building construction, including general contractors and operative builders contracts, 3.70%
Special trade construction contracts, 6.01%
Professional services contracts, 3.25%
Other services contracts, 3.17%
Commodities contracts, 2.46%

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ **- Yes** ☐ **- No**

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB.

Item #	Subcontracting Opportunity Description	HUBs **Percentage of the contract expected to be subcontracted to HUBs.**	Non-HUBs Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%
2		%	%
3		%	%
4		%	%
5		%	%
6		%	%
7		%	%
8		%	%
9		%	%
10		%	%
11		%	%
12		%	%
13		%	%
14		%	%
15		%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ **Yes** (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ **No** (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs **Percentage of the contract expected to be subcontracted to HUBs**	Non-HUBs **Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%
17		%	%
18		%	%
19		%	%
20		%	%
21		%	%
22		%	%
23		%	%
24		%	%
25		%	%
26		%	%
27		%	%
28		%	%
29		%	%
30		%	%
31		%	%
32		%	%
33		%	%
34		%	%
35		%	%
36		%	%
37		%	%
38		%	%
39		%	%
40		%	%
41		%	%
42		%	%
43		%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION

(If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" to **SECTION 2**, **Item c** and "Yes" to **Item d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A 2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B 4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves disabled veterans.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves disabled veterans.

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Reset Print

GENERAL CONSTRUCTION AGREEMENT
(For Use with Competitive Sealed Proposals)

This Agreement is made and entered into by and between **University of North Texas {System or Institution Name}** ("Owner"), and by **{Firm Name}** ("Contractor"), duly authorized by the laws of the State of Texas to act as contractor for construction, rehabilitation, alteration, or repair services. The capitalized term "Party" refers to either Owner or Contractor individually and the term "Parties" refers to Owner and Contractor collectively. The effective date ("Effective Date") of this Agreement shall be the date of last signature by the parties hereto.

ARTICLE 1
PROJECT

1.1 Owner does hereby engage Contractor and Contractor does hereby agree to provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents to construct the {Project Name} ("Project"), on the {Campus}, to be completed in accordance with the requirements herein, and generally described as follows:

{General Description of the Project}

1.2 Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with Owner's requirements and the terms of the Contract Documents.

ARTICLE 2
CONTRACT DOCUMENTS

2.1 Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work. The Drawings, Specifications, and addenda have been prepared for Owner by {Architect/Engineer} ("Design Professional").

2.2 The Contract Documents consist of:

2.2.1 This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;

2.2.2 The Uniform General Conditions for Construction and Design Contracts for the University of North Texas System ("Uniform General Conditions" or "UGC");

2.2.3 Supplementary General Conditions or Special Conditions, if any;

2.2.4 Owner's Specifications;

2.2.5 All Addenda issued prior to the Effective Date of this Agreement;

2.2.6 All Change Orders issued after the Effective Date of this Agreement;

2.2.7 The Drawings, Specifications, details and other documents developed by Design Professional to describe the Project and accepted by Owner;

2.2.8 The Drawings and Specifications developed or prepared by Owner's other consultants, if any, and accepted by Owner; and

SAMPLE

2.2.9 The Historically Underutilized Business (HUB) subcontracting plan submitted or amended by Contractor and approved by Owner for this Project.

2.3 The Contract Documents form the entire and integrated agreement between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral.

2.4 To the extent the terms of this Agreement conflict with the Uniform General Conditions and/or the Supplemental Conditions, the terms of this Agreement will control.

2.5 If there is an irreconcilable conflict between or among the various documents that make up the Contract Documents, the interpretation that provides for the higher quality of material and/or workmanship will prevail over all other interpretations.

ARTICLE 3
DEFINITIONS

3.1 Terms, words, and phrases used in the Contract Documents shall have the meanings given in the Uniform General Conditions.

3.2 The following terms, words, and phrases used in the Contract Documents shall have the following meanings, and if more specific than the definition given in the Uniform General Condition, the more specific given in this Agreement shall control.

3.2.1 "Baseline Schedule" means the initial time schedule prepared by Contractor for Owner's information and acceptance that conveys Contractor's and Subcontractors' activities (including coordination and review activities required in the Contract Documents to be performed by the Design Professional and Owner), durations, and sequence of work related to the entire Project to the extent required by the Contract Documents. The schedule shall clearly demonstrate the longest path of activities, critical activities durations, and necessary predecessor conditions that drive the end date of the schedule. The accepted Construction Baseline Schedule shall not change.

3.2.2 "Design Professional" means licensed professionals, or firms employing such licensed professionals, engaged by Owner as independent architects or engineers for design of all or a portion of the Project and to prepare Drawings and Specifications for the construction of the Project. More than one such professional or firm may be employed by Owner, and all such professionals or firms, regardless of number, are referred to in the singular herein.

3.2.3 "Longest Path" means the sequence of directly related activities that comprise the longest continuous chain of activities from the start of the first activity to the finish of the last activity. Each activity in the Longest Path is critical and directly related in that it prevents its successor from being scheduled earlier than it is. For this Project, "Longest Path" shall also include ten percent (10%) Total Float and Weather Days.

3.2.4 "Subcontractor" means a person or entity who has an agreement with Contractor to perform any portion of the Work. The term Subcontractor does not include the Design Professional or any person or entity hired directly by Owner.

3.2.5 "Work" means the provision of all services, labor, materials, supplies, and equipment that are required of Contractor to complete the Project in strict accordance with the requirements of the Agreement and the Construction Documents. Work includes, but is not limited to, the construction services, additional work required by Change Orders, and any other work reasonably inferable from the Construction Documents. The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the Drawings or included in the Specifications, but they are a requirement of the Work if they are a

SAMPLE

usual and customary component of the Work or otherwise necessary for complete installation and operation of the Work.

ARTICLE 4
CONTRACTOR'S RESPONSIBILITIES

4.1 Contractor's responsibilities include but are not limited to supervision, furnishing labor, materials, equipment, employment of and responsibility for subcontractors, payment of taxes where applicable, patent fees, royalties, approval fees, license fees, permit fees, filing fees, registration fees, and other governmental charges.

4.2 Contractor represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking. Contractor shall furnish construction administration and management services and use Contractor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all applicable laws.

4.3 Neither Contractor nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement or unless authorized in writing by Owner's Representative.

4.4 Contractor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, procedures, safety provisions, precautions, and programs utilized, unless the Contract Documents give other specific instructions. In such case, Contractor shall not be liable to Owner for damages resulting from compliance with such instructions unless Contractor recognized and failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, procedures, safety provisions, precautions, or programs.

4.5 Contractor shall perform Work only within locations allowed by the Contract Documents, applicable laws and regulations, and applicable permits. Laws and regulations include federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work that are enacted as of the Agreement date, with which the Constructor must comply.

4.6 Contractor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or others or cause the work of Owner or others to become defective; (b) afford Owner or others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Contractor's Work with the work of Owner and others.

4.7 Before proceeding with any portion of the Work affected by the construction or operations of Owner or others, Contractor shall give Owner written notification within forty-eight (48) hours of any defects Contractor discovers in Owner's or other's performance or work, which will prevent the proper execution of the Work. Contractor's obligations in this subsection do not create a responsibility for the performance or work of Owner or others, but are for the purpose of facilitating the Work. If Contractor does not notify Owner of defects interfering with the performance of the Work, Contractor acknowledges that the performance or work of Owner or others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.

4.8 Prior to commencing the Work, Contractor shall examine and compare the Drawings and Specifications with information furnished by Owner, relevant field measurements made by Contractor, and any visible conditions at the site affecting the Work. During the visit to the site, Contractor shall inspect the existing facilities, systems and conditions to ensure an accurate understanding of the existing conditions as required.

SAMPLE

4.9 Should Contractor discover any discrepancies, errors, omissions, or inconsistencies in the Contract Documents, Contractor shall report them to Owner within forty-eight (48) hours of discovery. It is recognized, however, that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect discrepancies, errors, omissions, or inconsistencies or to ascertain compliance with applicable laws and regulations, including building codes. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.

4.9.1 Contractor shall have no liability for discrepancies, errors, omissions, or inconsistencies discovered under this section unless Contractor fails to promptly report a discovered or apparent discrepancy, error, omission, or inconsistency to Owner. This does not relieve Contractor of responsibility for its own discrepancies, errors, inconsistencies, or omissions.

4.10 Contractor shall provide competent supervision for the performance of the Work. Before commencing the Work, Contractor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after giving it, Contractor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the site. Contractor's superintendent(s) and project manager shall possess full authority to receive instructions from Owner and to act on those instructions. If Contractor changes its superintendent(s) or project manager or their authority, Contractor shall immediately notify Owner in writing.

4.11 Contractor shall be responsible to Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of Contractor or any of its Subcontractors.

4.12 Contractor shall permit only qualified persons to perform the Work. Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work.

4.13 Contractor shall submit to Owner and the Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in accordance with the Uniform General Conditions. Contractor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents requirements.

4.14 Contractor acknowledges that it has visited, or has had the opportunity to visit, the site to visually inspect the general and local conditions of the facilities, systems and conditions to ensure an accurate understanding of the existing conditions which could affect the Work.

4.15 The Work shall be executed in accordance with the Contract Documents and Contractor agrees that (a) it will use its best efforts to perform the Work in a good and workmanlike manner and in accordance with the highest standards of Contractor’s profession or business, and (b) all the Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work.

4.16 If the Work includes installation of materials or equipment furnished by Owner or others, it shall be the responsibility of Contractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Contractor shall be the responsibility of Contractor and may be deducted from any amounts due or to become due to Contractor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.

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4.17 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work or for compliance with applicable laws and regulations.

4.17.1 Contractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the site; (b) materials and equipment stored at onsite or offsite locations for use in the Work; and (c) property located at the site and adjacent to Work areas, whether or not the property is part of the site.

4.17.2 Contractor's site safety representative shall have a duty to prevent accidents. The safety representative shall perform their duty in accordance with the Uniform General Conditions.

4.17.3 If Owner deems any part of the Work or site unsafe, Owner, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Contractor does not adopt corrective measures, Owner may perform them and deduct their cost from the Contract Sum. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, Contractor shall immediately reassign the person upon receipt of Owner's written notice to do so. Contractor agrees to make no claim for damages, for an increase in the Contract Sum or for a change in the Contract Time based on Contractor's compliance with Owner's reasonable request.

4.18 If the conditions encountered at the site are: (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents; or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, then Contractor shall stop affected Work after the condition is first observed and give written notice of the condition to Owner and the Design Professional within forty-eight (48) hours.

4.19 Contractor shall regularly remove debris and waste materials at the site resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the site all construction equipment, tools, surplus materials, waste materials, and debris.

4.19.1 If Contractor fails to commence compliance with cleanup duties within two (2) business days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due Contractor in the next payment period.

4.20 Contractor shall facilitate the access of Owner, Design Professional, and others to Work in progress.

4.21 Contractor shall comply with all applicable laws and regulations at its own costs. Contractor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Contractor, its employees, subcontractors, and agents for failure to comply with applicable laws and regulations, including fines, penalties, or corrective measures.

4.22 Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor further warrants that the Work shall be free from material

SAMPLE

defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty shall commence on the Date of Substantial Completion of the Work.

4.22.1 Contractor shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. Contractor's liability for such warranties shall be limited to a one-year period. After that period, Contractor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.

4.22.2 If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any Work not complying with the contract requirements ("Defective Work") is found, Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional Work required for correction of any Defective Work for which it is responsible.

4.22.3 With respect to any portion of Work first performed after Substantial Completion, the one-year period shall be extended by the period between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by Contractor.

4.22.4 If Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner prior to final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.

4.22.5 If Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

ARTICLE 5
SUBCONTRACTS

5.1 With the prior written approval of Owner, Contractor may subcontract such services as Contractor deems necessary to meet its obligations under this Agreement. Subcontractors shall be qualified and experienced in the type of work they will be performing. Owner shall have the right to reject any subcontractor but such right shall not relieve the responsibility of Contractor for his work and the work of the subcontractors. Contractor expressly assumes such responsibility and liability.

5.2 Contractor shall be responsible for the management of the Subcontractors in the performance of the Work.

5.3 If this Agreement is terminated, each subcontract agreement shall be assigned by Contractor to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to Section 11.1; and (b) Owner accepts such assignment, after termination by notifying the Subcontractor and Contractor in writing, and assumes all rights and obligations of Contractor pursuant to each subcontract agreement.

5.4 Contractor agrees to bind every Subcontractor and material supplier (and require every Subcontractor to so bind its sub-subcontractors and material suppliers) to all provisions of this Agreement as they apply to the Subcontractors' or material Suppliers' portions of the Work.

5.5 Contractor shall comply with the HUB Program as defined by Tex. Gov't Code, Chapter 2161. Failure to comply with the HUB Program may constitute a material breach of this Contract as determined by Owner's sole discretion.

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5.6 Contractor agrees to comply with the established HUB Subcontracting Approach and shall make no changes to the HUB Subcontracting Approach without the prior written approval of Owner. Contractor will work with the Business Support Services HUB Coordinator to develop the HUB Subcontracting Plan (HSP). Further details concerning the HSP are located within the Uniform General Conditions.

ARTICLE 6
OWNER'S RESPONSIBILITIES

6.1 Owner shall provide Contractor with reasonable access to the site to assist Contractor in its performance of all tasks reasonably necessary for the completion of Work.

6.2 Owner hereby expressly reserves the right from time to time to designate by notice to Contractor one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Contractor shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

6.3 Owner's Designated Representative shall: (a) be fully acquainted with the Project, Work, and site; (b) agree to furnish the information and Work required of Owner in a timely manner; and (c) have the authority to bind Owner (to the extent of their authority) in all matters requiring Owner's approval or authorization. If Owner changes its representative, Owner shall promptly notify Contractor in writing.

6.4 Owner will furnish the site plan to document existing conditions to the extent requested by Contractor and as reasonably necessary for the completion of Contractor's Work.

6.5 Owner shall examine, or cause its representative(s) to examine documents submitted by Contractor and render decisions pertaining thereto promptly or within a reasonable time to avoid unreasonable delay in the progress of Contractor's Work. Review and approval of a document by Owner shall not waive the contractual responsibility or liability of Contractor.

6.6 Owner shall furnish information required as expeditiously as necessary for the orderly progress of Contractor's Work.

6.7 Except for those permits and fees related to the Work which are the responsibility of Contractor, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.8 Owner may perform work at the site directly or by others. Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities.

ARTICLE 7
SCHEDULE, COMMENCEMENT, AND COMPLETION

7.1 Owner shall provide a Notice to Proceed in which a date for commencement of the Work to be performed shall be stated. Contractor shall achieve Substantial Completion of the work no later than {Written Number} ({#}) calendar days from the date of the Notice to Proceed, subject to extension only by approved Change Orders. Final Completion, including correction of deficiencies, shall be achieved no later than thirty (30) calendar days from the date of the Substantial Completion. Contractor understands that the Substantial Completion and Final Completion dates shall not be extended regardless of weather, strikes, or for any other reason unless Change Orders so approve.

7.1.1 Time is of the essence for this Agreement and the Contract Documents.

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7.1.2 Unless instructed by Owner in writing, Contractor shall not knowingly commence the Work before the effective date of insurance to be provided by Contractor.

7.2 Schedule.

7.2.1 Contractor shall submit for review and approval a Baseline Schedule to Owner and Design Professional when submitting the response to request for competitive sealed proposal. The Baseline Schedule shall indicate the dates for starting and completing the various aspects required to complete the work and shall utilize the Longest Path method with fully editable logic. The schedule shall include mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all Work. This Baseline Schedule shall become the comparison to the actual conditions throughout the Contract duration and become a part of the Work Progress Schedule (WPS).

7.2.1.1 A Baseline Schedule that does not have at least the minimum amount of Total Float at submission will result in the Contractor forfeiting all claims to WPS extensions and/or delays as a result of contract changes and/or excusable delays as described in the UGCs.

7.2.1.2 In accordance with the UGCs, the WPS shall include at least ten percent (10%) Total Float and Weather Days from the effective date of Notice to Proceed for construction services to Substantial Completion Date.

7.2.1.3 Total Float shall not be shown as a single activity, but rather the results of the relationship between the early and late finish dates or early and late start dates of each activity. The allocation of project float shall be determined by the Project Team as conditions warrant.

7.2.2 As construction proceeds, Contractor shall update and submit the WPS with the Owner, Architect, and Contractor (OAC) meeting minutes. The WPS is to indicate detailed listing for all activity sequences, durations, or milestone dates for activities of the Project, including, without limitation:

7.2.2.1 commencement, milestones, and completion dates for bidding/proposals phase, construction phase, and project stages;

7.2.2.2 times of commencement and completion, duration, and allocation of labor and materials for each Subcontractor;

7.2.2.3 other detailed schedule activities as directed by Owner including, but not limited to, Owner-managed work under separate contracts such as equipment, furniture and furnishings, telephones, project security, property protection, life-safety systems, integration with central campus monitoring systems, information and instructional technology, data-transmission systems, and computer technology systems;

7.2.2.4 a recommended schedule for Owner's purchase of materials and equipment requiring long lead-time procurement, delivery dates of products requiring long lead time procurement, and methods to expedite and coordinate delivery of long lead-time procurements including coordination of the schedule;

7.2.2.5 Owner's occupancy requirements and estimated date of Substantial Completion of the Project;

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7.2.2.6 potential and actual variances between scheduled and probable completion dates;

7.2.2.7 review of schedules for Work not started or incomplete and recommendation to Owner of adjustments in the schedules to conform to the probable completion dates;

7.2.2.8 summary reports to Owner of each schedule update and documentation of all changes in construction schedules; and

7.2.2.9 evaluation of Subcontractor's personnel, equipment, and availability of supplies and materials, with respect to each Subcontractor's ability to meet the schedule and recommendation to Owner when any subcontract requirements are not met, or appear unlikely to be met.

7.2.3 During OAC meeting, Contractor shall: review progress since last meeting with the Owner and Design Professional; determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's WPS; determine how construction behind schedule will be expedited; secure commitments from parties involved to do so; discuss whether schedule revisions are required to ensure the current and subsequent activities will be completed within the Contract Time; and review WPS for next period.

7.2.4 In addition to attending regularly scheduled OAC Project progress meetings, Contractor shall schedule, direct and attend interim progress meetings (i.e., commissioning meetings, coordination meetings, pre-installation meetings) with other members of the Project Team as required to maintain Project progress. Contractor shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.

7.2.5 If WPS updates indicate the Longest Path contained in prior WPS will not be met, Contractor shall notify the Owner in writing within forty-eight (48) hours and make recommendations to Owner. Should the item be critical in nature, Contractor shall have a follow-up discussion with Owner.

7.2.6 Contractor, concurrently with revising the schedule, shall prepare tabulated reports showing the following:

7.2.6.1 Identification of activities that have changed

7.2.6.2 Changes in early and late start dates

7.2.6.3 Changes in early and late finish dates

7.2.6.4 Changes in activity durations in workdays

7.2.6.5 Changes in the Longest Path

7.2.6.6 Changes in Contract Time

7.2.6.7 Show relationship between activities on initial and updated schedule.

7.2.7 Contractor shall provide the necessary Longest Path schedule control with a goal to attain the Substantial Completion Date of the Project, so that Owner can occupy and utilize the entire Project facilities on such date as well as a Punch List and Final Completion date;

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7.2.7.1 Punch List and Final Completion: The Longest Path schedule control shall include not more than thirty (30) days or an agreed to timeframe approved by Owner for punch list and final completion.

7.2.8 Contractor shall coordinate preparation of the Schedule of Values with preparation of WPS.

7.2.9 Contractor shall create and maintain the WPS in a format acceptable to Owner (the license and training for which shall be at Contractor's sole expense).

7.2.10 Contractor shall notify Owner within forty-eight (48) hours should a periodic update to the WPS indicates the Work is fourteen (14) or more calendar days behind the current approved WPS. Contractor shall submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the WPS and indicate changes to working hours, working days, crew sizes, and equipment required for compliance, and date by which recovery will be accomplished.

7.2.10.1 Owner's Notice Not to Accelerate to Contractor shall not be considered acceleration by Owner and Owner shall not be responsible for any increased costs incurred by Contractor.

7.2.11 Contractor shall refer to the Uniform General Conditions for schedule extension and delay processes.

7.2.12 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the WPS. Owner may require Contractor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or others. To the extent such changes increase Contractor's costs or time, the Contract Sum and Contract Time shall be equitably adjusted.

ARTICLE 8
COMPENSATION AND PAYMENT

8.1 In full consideration of Contractor's performance of the Work and services under this Agreement, Owner shall pay to Contractor, subject to additions and deductions provided herein, the sum of {Amount} and No/100 Dollars ({#.00), in periodic progress payments as hereinafter provided.

The Contract Sum is the total of the following:

Base Bid	${Amount}
Alternate 1 -	${Amount}
Alternate 2 -	${Amount}
Alternate 3 -	${Amount}
Payments and Performance Bonds	${Amount}
TOTAL	**${Amount}**

8.1 On a monthly basis and subject to procedures set forth in the Uniform General Conditions, Contractor shall submit an Application for Payment, in accordance with Division 01 Specifications. Supporting documentation should include, without limitation: a certified statement as to the Work completed and current schedule of values; a project-to-date job cost report and a current period job cost report; a breakdown of materials and labor; supporting subcontractor invoices and sworn statements and waivers of lien for all amounts paid to Contractor for materials, labor, equipment,

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and other costs; and copies of third-party invoices, receipts, and other third-party supporting documentation.

8.2 Based on the Application for Payment, Owner shall make a periodic progress payment to Contractor for the cost of labor, materials, and equipment incurred by Contractor in relation to the Work during the previous month, except that the percentage of the total amount paid shall not exceed the percentage amount of the Work that has been completed as determined in the reasonable judgment of Owner. Upon verification of costs incurred and percentage of Work completed, Owner will make payment to Contractor within thirty (30) working days or will notify Contractor of any objection to the invoiced amount.

8.3 Owner shall have the right to withhold from payments due Contractor such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Contractor or failure of Contractor to perform Contractor's obligations under this Agreement and as set forth in the Uniform General Conditions.

8.4 The final request for payment shall not be made until Contractor delivers to Owner a complete release of all liens arising out of this Agreement and an affidavit that so far as Contractor has knowledge or information, the release includes and covers all materials and Work over which Contractor has control for which a lien could be filed, but Contractor may, if any agent or consultant refuses to furnish a release in full, furnish a bond satisfactory to Owner to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all moneys Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and Owner shall have all remedies at law and in equity.

8.5 In addition to the procedures contained in the Uniform General Conditions, Owner shall have no obligation to make Final Payment until a final accounting of the Work has been submitted by Contractor and has been verified by Owner or Owner's representatives. The aggregate total of payments to Contractor shall not exceed the total of the actual Work as verified by Owner or Owner's representative from Contractor's final accounting, as certified for payment in accordance with the Agreement. If payments made to Contractor exceed that which is due and owing pursuant to this Article, then Contractor shall promptly refund such excess to Owner.

8.6 Nothing contained herein shall require Owner to pay Contractor an aggregate amount exceeding the Contract Sum or to make payment if in Owner's belief the cost to complete the Work would exceed the Contract Sum less previous payments to Contractor. Any provision to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a periodic progress payment or Final Payment) to Contractor hereunder if any one or more of the following conditions precedent exist:

8.6.1 Contractor is in breach or default under this Agreement;

8.6.2 Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this Agreement;

8.6.3 Contractor has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Contractor;

8.6.4 If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Agreement, no additional payments will be due Contractor hereunder unless and until Contractor, at Contractor's sole cost, performs a sufficient portion of the remaining services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the then remaining services; or

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8.6.5 To the extent Liquidated Damages or actual damages are imposed by Owner for failure of Contractor to complete the Work within the Contract Time.

8.7 No partial payment made hereunder shall be, or shall be construed to be, final acceptance or approval of that part of the services to which such partial payment relates, or a release of Contractor of any Contractor's obligations hereunder or liabilities with respect to such services.

8.8 Contractor shall promptly pay all bills validly due and owing for labor and material performed and furnished by others in connection with the performance of the construction of the Work.

8.9 The acceptance by Contractor or Contractor's successors of Final Payment under this Agreement, shall 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 under the provisions of this Agreement except those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

ARTICLE 9
BONDS

9.1 Prior to commencing work, Contractor shall provide performance and payment bonds in accordance with the requirements set forth in the Uniform General Conditions. The penal sum of the payment and performance bonds shall be for 100% of the Contract Sum. Any increase in the Contract Sum shall require a rider to the Bonds increasing penal sums accordingly. Contractor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Sum. Owner will pay Contractor the bonding costs as a pass through amount not to exceed {Amount} (${#}.00) with proper documentation provided along with an Application for Payment. No retainage is to be withheld with respect to the cost of the required bonds.

9.2 Contractor shall not cause or allow any of its bonds to be canceled nor permit any lapse during the term of this Agreement.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 **Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS Owner and its component institutions, the UNTS Board of Regents, elected and appointed officials, directors, officers, employees, agents, representatives, and volunteers, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to, personal or bodily injury, death, or property damage, made upon Owner directly or indirectly arising out of, resulting from, or related to Contractor's activities under the Contract, including any acts or omissions of Contractor, or any director, officer, employee, agent, representative, consultant, or Subcontractor of Contractor, and their respective directors, officers, employees, agents, and representatives while in the exercise of performance of the rights or duties under the Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of Owner or separate contractors in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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10.1.1 The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10.1.2 Contractor shall promptly advise Owner in writing of any claim or demand against Owner or against Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.

10.2 Insurance.

10.2.1 Contractor shall not commence work under the Agreement until it has obtained all insurance required in accordance with this Agreement and the Uniform General Conditions and until such insurance has been reviewed and approved in writing by Owner. Approval of the insurance by Owner shall not relieve nor decrease the liability of Contractor hereunder. Prior to commencing of the Work Contractor shall provide evidence as required by this Article that demonstrates coverage for Employer's Liability, Workers' Compensation, Commercial General Liability, and Automobile Liability as set forth in the Uniform General Conditions are in full force and effect. Prior to commencing any construction work, Builder's Risk as set forth in the Uniform General Conditions shall be in full force and effect and shall be increased as necessary for each separate bid package, phase, or stage of construction prior to the commencement of construction for that package, phase, or stage. No retainage is to be withheld with respect to the cost of the required insurance.

Owner shall obtain builder's risk insurance coverage for the Project. In the event of an insured loss caused by the action or inaction of Contractor, or by any subcontractor or sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, Contractor shall be responsible for, and reimburse to Owner, any applicable deductible under the builder's risk insurance policy, which may be up to $25,000. Any costs associated with Contractor's responsibility for the applicable deductible shall not be considered cost of Work.

10.2.2 Contractor shall include Owner, UNT System and the Board of Regents of the University of North Texas System as loss payees and Additional Insured's on General Liability and Business Automobile Liability. The Commercial General Liability, Business Automobile Liability, and Worker's Compensation policies shall include a waiver of subrogation in favor of Owner.

10.2.3 Insurance policies required under this Article shall contain a provision that the insurance company must give Owner written notice transmitted in writing: (a) thirty (30) calendar days before coverage is non-renewed by the insurance company and (b) within ten (10) business days after cancellation of coverage by the insurance company. Prior to start of Services and upon renewal or replacement of the insurance policies, Contractor shall furnish Owner with certificates of insurance until one year after acceptance of the Services. If any insurance policy required under this Article is not to be immediately replaced without lapse in coverage when it expires, exhausts it limits, or is to be cancelled, Contractor will give Owner written notice within forty-eight (48) hours upon actual or constructive knowledge of such condition.

10.2.4 Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as Contractor.

10.2.5 Owner shall be entitled, upon request, and without expense, to receive copies of the policies, all endorsements thereto and documentation to support costs and may make

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any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, exclusions and costs, except where policy provisions are established by law or regulation binding upon either of the Parties or the underwriter of any of such polices. Any price credits determined in the insurance review will be refundable to Owner. Actual losses not covered by insurance as required by this Article shall be paid by the Contractor.

10.2.6 Contractor shall not cause or allow any of its insurance to be canceled nor permit any lapse during the term of the Agreement or as required in the Agreement.

ARTICLE 11
TERMINATION AND SUSPENSION

11.1 With or without cause, Owner reserves and has the right to terminate this Agreement or to cancel, suspend or abandon execution of all or any Work in connection with this Agreement at any time upon written notice to Contractor. Contractor may terminate this Agreement upon seven (7) days written notice to Owner only if Owner substantially fails to perform its obligations under Article 6 of this Agreement or fails to timely pay Contractor as required under Article 8, and after adequate written notice is delivered to Owner and Owner has failed to take action within thirty (30) days in order to begin to correct the problem.

11.1.1 In the event of termination, cancellation, suspension, or abandonment that is not the fault of Contractor, Owner shall pay to Contractor as full payment for all services performed and all expenses incurred under this Agreement, the appropriate portion of Contract Sum due under Article 8 as shall have become payable for Work actually rendered hereunder by Contractor.

11.1.2 In ascertaining the services actually rendered hereunder up to the date of termination, cancellation, suspension, or abandonment of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete Drawings, and to other related documents, whether delivered to Owner or in possession of Contractor.

11.1.3 For any said sum paid under this Article, Contractor agrees to accept same in full settlement of all claims for services rendered under this Agreement.

11.2 If, upon payment of the amount required to be paid under this Article following the termination of this Agreement, Owner thereafter should determine to complete the original project or, substantially, the same project without major change in scope; Owner, for such purposes, shall have the right of utilization of any and all original tracings, Drawings, calculations, design analysis, Specifications, estimates, related data, and other documents including Construction Documents, prepared under this Agreement by Contractor who shall make them available to Owner upon request, with compensation to Contractor limited to actual reproduction costs. Owner agrees to credit Contractor with such authorship as may be due but is not required to renew this Agreement.

11.3 Upon request at the termination, cancellation, suspension, or abandonment of this Agreement, Contractor agrees to furnish to Owner copies of the latest documents prepared by Contractor for the Project.

11.4 A termination, cancellation, suspension, or abandonment under this Article shall not relieve Contractor or any of its employees of liability for violations of this Agreement, or any willful, negligent or accidental act or omission of Contractor. In the event of a termination under this Article, Contractor hereby consents to employment by Owner of a substitute contractor to complete the services under this Agreement, with the substitute contractor having all rights and privileges of the original contractor of the Project.

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ARTICLE 12
MISCELLANEOUS

12.1 Assignment. The terms and conditions of this Agreement shall be binding upon the Parties, their partners, successors, permitted assigns, and legal representatives. This Agreement is a 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. The benefits and burdens of this Agreement are, however, assignable by Owner to a component or affiliate of Owner or a branch or agency of the State of Texas.

12.2 Death or Incapacity. If Contractor transacts business as an individual, his death or incapacity shall automatically terminate this Agreement as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder; and Owner shall pay him or his estate the compensation payable under the Agreement for any services rendered prior to such termination. If Contractor is a firm comprised of more than one principal and any one of the members thereof dies or becomes incapacitated and the other members continue to render the services covered herein, Owner will make payments to those continuing as though there had been no such death or incapacity, and Owner will not be obliged to take any account of the person who died or became incapacitated or to make any payment to such person or his estate. This provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor; and if death or incapacity befalls the last one of such group before this Agreement is fully performed, then the rights shall be as if there had been only one Contractor. In any event, notice of the death or incapacity of any principal shall be given to Owner by any surviving principal within a reasonable time.

12.3 Irreparable Injury. It is acknowledged and agreed that Contractor's services to Owner are unique, which gives a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if Owner is not in breach of this Agreement.

12.4 Certifications.

12.4.1 Pursuant to Texas Family Code, Section 231.006, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.4.2 Pursuant to Texas Government Code, Section 2155.004, Contractor certifies that the business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.4.3 If a corporate or limited liability company, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Texas Tax Code, Chapter 171, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

12.4.4 Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any

SAMPLE

agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

12.4.5 Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.

12.4.6 Pursuant to Texas Government Code Sections 2252.201-2252.205, Contractor certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the Project is produced in the United States.

12.4.7 If the Agreement is subject to Texas Gov't Code Section 2271.002, Contractor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Contractor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Contractor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

12.4.8 Contractor certifies that no member of the Board of Regents of the University of North Texas System, or executive officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.

12.5 Illegal Dumping. Contractor shall ensure that it and all of its subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

12.6 Asbestos Containing Materials.

12.6.1 Contractor shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of its Contract responsibilities are non-Asbestos Containing Building Materials (ACBM) no later than Contractor's application for Final Payment as required by the Uniform General Conditions.

12.6.2 All materials used in this Project shall be certified as non-ACBM. Contractor shall take whatever measures it deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with the following acts:

12.6.2.1 Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763, Subpart E)

12.6.2.2 National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, Subpart M, National Emission Standard for Asbestos)

12.6.2.3 Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295, Subchapter C, Asbestos Health Protection)

12.7 State Auditor's Right to Audit. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Contractor or any other entity or person directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor,

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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, the Contractor or other 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. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by Subcontractors through the contract and the requirement to cooperate is included in any subcontract awards.

12.8 Records and Right to Audit. Owner shall have the right to verify and audit the details set forth in Contractor's billings, certificates, accountings, cost data, and statements, either before or after payment therefore, by: (a) inspecting the books and records of Contractor during normal business hours; (b) examining any reports with respect to this Project; (c) interviewing Contractor's business employees; (d) visiting the Project site; and (e) other reasonable action. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be kept on a generally recognized accounting basis and shall be made available to Owner or its authorized representative during business hours for audit or other purposes as determined by Owner and in accordance with the requirements in the Uniform General Conditions.

12.9 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:
{Name}
{Title}
University of North Texas {System or Institution Name}
1155 Union Circle #311040
Denton, Texas 76203-5017

If to Contractor:
{Contact Name}
{Firm Name}
{Street Address}
{City, State Zip}

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

12.10 Independent Contractor. Contractor recognizes that it is engaged as an independent contractor and acknowledges that Owner will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

12.11 Loss of Funding. Performance by Owner under the Agreement may be 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 North Texas 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 issue written notice to Contractor and Owner may terminate the Agreement. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

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12.12 Confidentiality. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between Owner and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Contractor shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Contractor shall obtain assurances similar to those contained in this subparagraph from persons, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

12.13 Open Records. Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If required, Contractor shall make public information available to Owner in an electronic format. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

12.14 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and venue shall be as provided in Texas Education Code Section 105.151 for any legal proceeding pertaining to this Agreement.

12.15 Waivers. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

12.16 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

SAMPLE

IN WITNESS WHEREOF the parties hereto have executed this Agreement in the day and year first above written.

OWNER:
UNIVERSITY OF NORTH TEXAS
{SYSTEM OR INSTITUTION NAME}

By: _____
(signature)

[Authorized Signatory Name]
[Authorized Signatory Title]

Date: _____

CONTRACTOR:

{FIRM NAME}

By: _____
(signature)

_____
(typed name and title)

Date: _____

_____
Street/PO Box

_____
City, State, ZIP

_____
Telephone

_____
State of TX Vendor ID Number

SAMPLE

EXHIBIT A

SPECIFICATIONS, DRAWINGS, AND ADDENDA

SPECIFICATIONS

As listed in project manual titled [Title], prepared by [Professional], issued for construction on [Date].

.

DRAWINGS

Entitled [Title], as prepared by [Professional], issued for construction on [Date], consisting of the following pages:

Sheet Number	Title

ADDENDA

Number	Title

SAMPLE

DOCUMENT 006000

PROJECT FORMS

PAYMENT BOND

Surety Bond No.

STATE OF TEXAS §
COUNTY OF §

KNOW ALL MEN BY THESE PRESENT: That we, _____, as Principal, and_____, as Surety, are hereby held and firmly bound unto the University of North Texas System, as Obligee, in the sum of Dollars ($_____) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, by the terms and conditions herein.

The conditions of this obligation are such that whereas the Principal entered into a certain contract with the Obligee, as an entity of the State of Texas, dated the ____day of ___, 200_ ("Contract"), which is hereto attached and made a part hereof for all purposes, for the purpose of _____
_____.

NOW THEREFORE, the condition of this obligation is such that this Payment Bond shall remain in full force and effect unless and until 120 days after Principal has faithfully performed the Contract in accordance with the Contract documents and Principal has executed a copy of the attached Payment Affidavit and provided it to Obligee.

In the event that the Principal fails to promptly pay when due any amount owed to persons who have supplied labor, materials, or supplies used in Principal's performance of the said Contract, the Surety will, upon receipt of notice from the Obligee or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability of the Surety for the Principal's failure to promptly pay for labor, materials, or supplies exceed the amount of this bond.

The Surety agrees to pay to the Obligee upon demand all loss and expense, including attorney's fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Principal or the Surety.

Provided further, that this bond is made and entered into for the protection of all parties supplying labor or materials in the prosecution of the work provided for in the said Contract, and all such parties shall have a direct right of action under this bond as provided in Chapter 2253 of the Texas Government Code. If any legal action is filed upon this bond, venue shall lie in Denton County, Texas.

The liabilities, rights, limitations and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____ in the year 20___, the name and seal of each party being hereto affixed, and duly signed by its undersigned representative pursuant to authority of its governing body.

CONSTRUCTION MANAGER-AT-RISK

_____	_____
(Firm Name)	(Address)
_____	_____
(Signature)	(City, State, Zip)
_____	_____
(Typed Name and Title)	(Telephone)
_____	
(Texas Vendor ID No.)	

PERFORMANCE BOND

Surety Bond No.

STATE OF TEXAS §
COUNTY OF §

LET IT BE KNOWN BY THIS INSTRUMENT: That we, _____ , as Principal, and _____ a corporation duly authorized to do business in the State of Texas, as Surety, are hereby held and firmly bound unto the University of North Texas System, as Obligee, in the sum of _____ Dollars ($_____) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, by the terms and conditions herein.

The conditions of this obligation are such that whereas the Principal entered into a certain contract with the Obligee, as an entity of the State of Texas, dated the _____day of _____, 20 ("Contract"), which is hereto attached and made a part hereof for all purposes, for the purpose of_____ _____.

NOW THEREFORE, the condition of this obligation is such that this Performance Bond shall remain in full force and effect unless and until the Principal has faithfully performed the Contract in accordance with the Plans, Specifications and Contract documents. Further, under the terms of this Performance Bond, Principal shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of Principal's default or failure to perform and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default.

In the event that the Principal's failure as defined by the Contract Documents, to faithfully perform the Contract, Surety will within fifteen (15) days of determination of default, assume full responsibility for completion of said Contract and become entitled to payment of the balance of the Contract amount. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this Bond.

The Surety agrees to pay to the Obligee upon demand all loss and expense, including attorney's fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Principal or the Surety.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the said Contract or to the work or to the Specifications.

Provided further, that if any legal action be filed upon this Bond, venue shall lie in Denton County, Texas.

The liabilities, rights, limitations and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this Bond is executed.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____ in the year 20___, the name and corporate seal of each corporate party being hereto affixed, and these present duly signed by its undersigned representative pursuant to authority of its governing body.

ATTEST:

_____
(Principal)

_____
(Signature)

_____
(Signature)

_____
(Typed Name and Title)

_____
(Typed Name and Title)

(SEAL)

ATTEST:

_____
(Surety)

_____
(Signature)

_____
(Signature)

_____
(Typed Name and Title)

_____
(Typed Name and Title)

(SEAL)

Surety's Texas Local Recording Agent or Resident Agent:

_____
(Signature)

_____
(Typed Name)

_____
(License No.)

_____
(File No)

_____
(Address)

_____
(City, State, Zip)

_____
(Telephone)

Surety's Home Office Agent or Servicing Agent:

_____
(Name)

_____
(Title)

_____
(Address)

_____
(City, State, Zip)

_____
(Telephone)

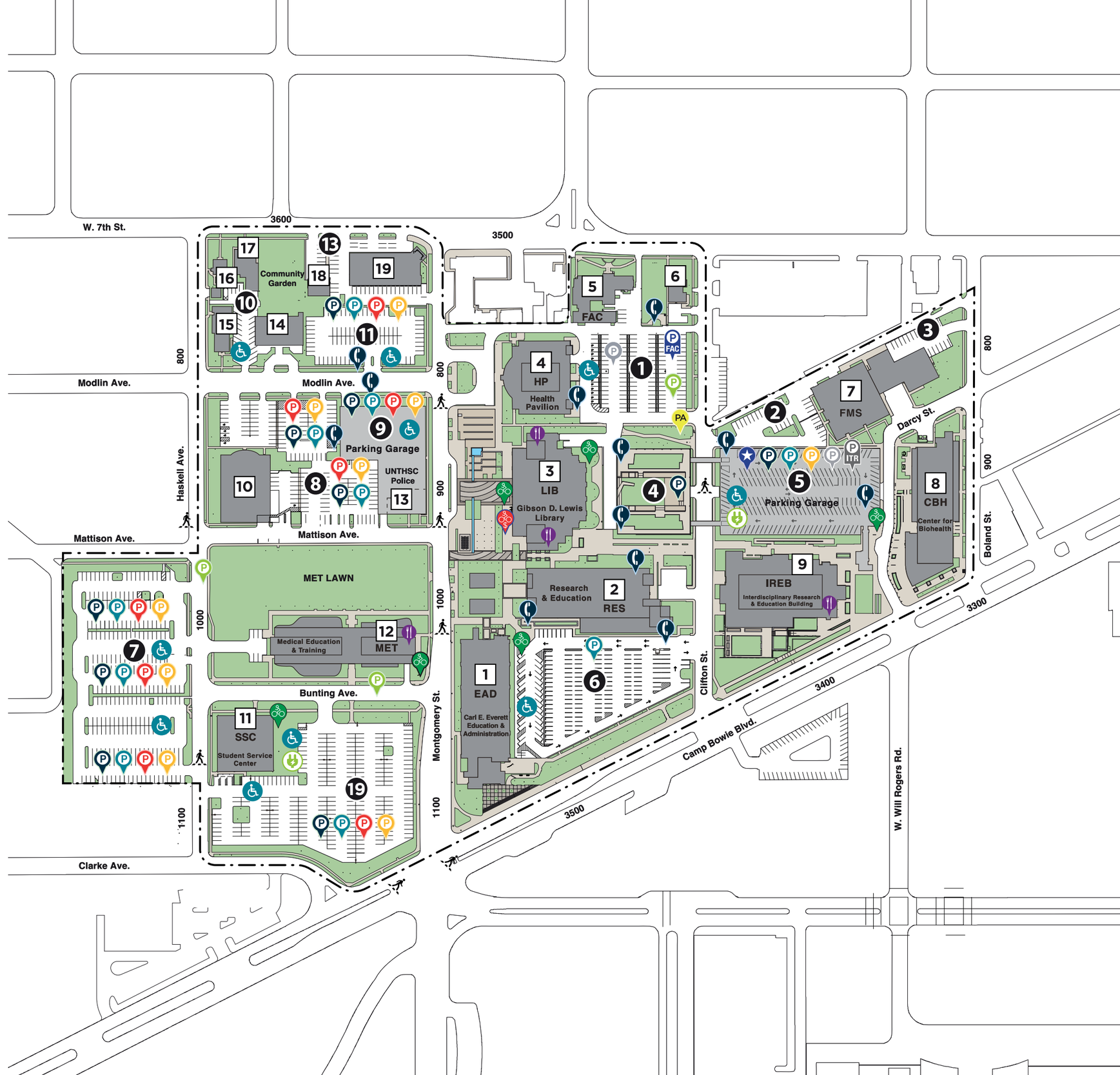
BUILDINGS

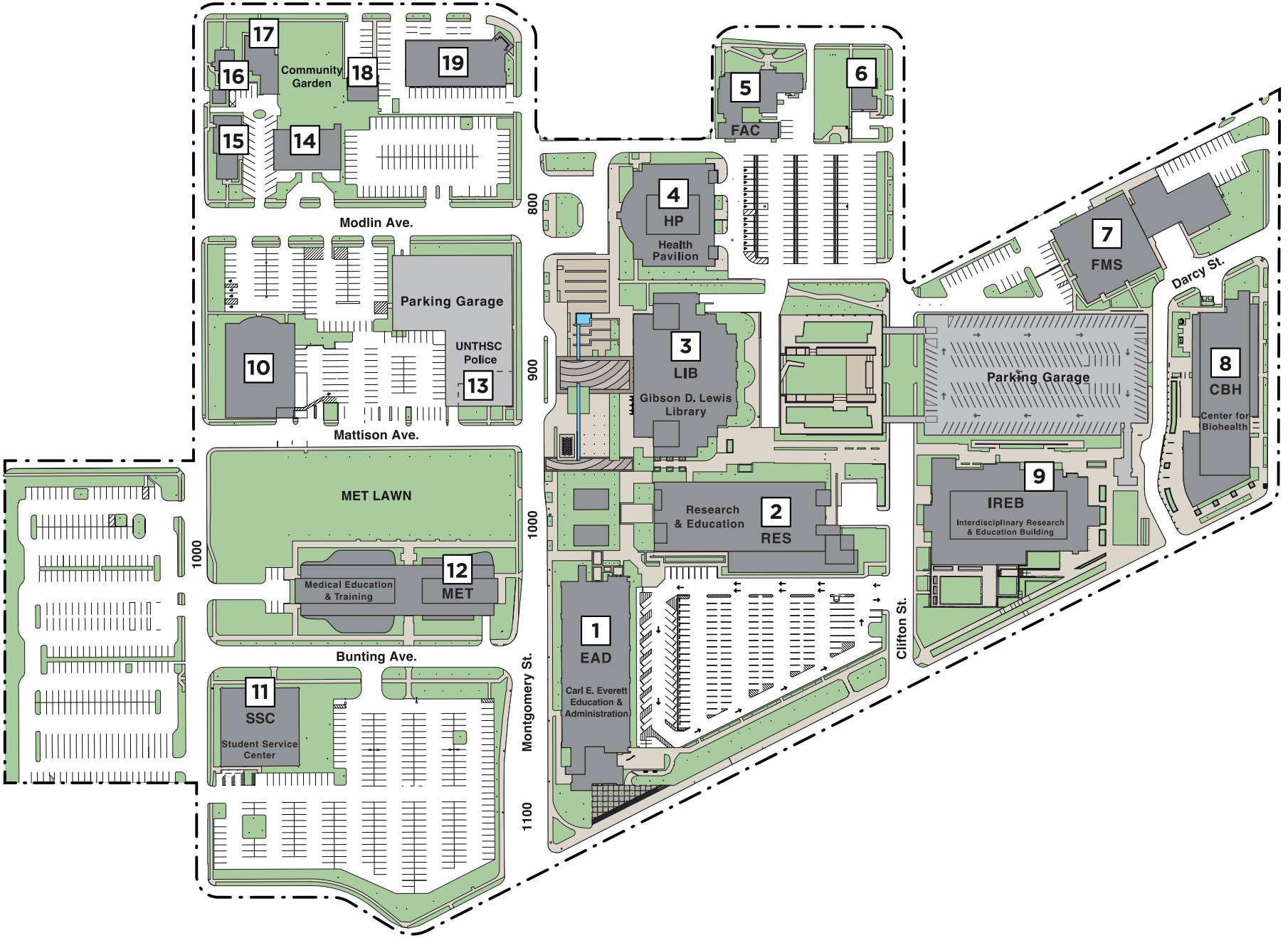
1. **Carl E. Everett Education & Administration**
   3500 Camp Bowie Blvd
2. **Research & Education**
   1055 Montgomery St
3. **Gibson D. Lewis LIbrary**
   955 Montgomery St
4. **Health Pavilion**
   855 Montgomery St
5. **Founder's Activity Center**
   3515 W. 7th St
6. **Geriatric Annex**
   3501 W. 7th St
7. **Facilities Management**
   3416 Darcy St
8. **Center for BioHealth**
   3400 Camp Bowie Blvd
9. **Interdisciplinary Research & Education Building**
   3430 Camp Bowie Blvd
10. **Physicians Fort Worth Surgical Center**
    975 Haskell Ave
11. **Student Service Center**
    1051 Haskell Ave
12. **Medical Education & Training**
    1000 Montgomery St
13. **HSC Police**
    3600 Mattison Ave
14. **Lena Pope Early Learning Center**
    3620 Modlin Ave
15. **Pediatrics and Women's Health Research and Programs**
    3632 Modlin Ave
16. **Healthy Start**
    3633 W. 7th St
17. **Storage/Ground Shop**
    3629 W. 7th St
18. **St. Emilion French Restaurant**
    3617 W. 7th St
19. **Professional Offices**
    3605 and 3609 W. 7th St

BUILDING PARKING

PARKING KEY

- Visitor Spaces Available
- Premium Garage
- Premium Surface
- Employee Garage/Surface
- Student Garage/Surface
- Patient
- ITR Patient Parking (Institute for Translational Research)
- Founder's Activity Center Parking (Fitness Center)
- Park Mobile
- Parking Attendant Booth
- Bicycle Racks
- Bike Share Rental Station
- Emergency Phone Location
- Campus Eats
- Handicap Spaces Available
- EV Spaces Available




17
16
Community Garden
18
19
15
14
Modlin Ave.
800
5
FAC
6
4
HP
Health Pavilion
7
FMS
Darcy St.
Parking Garage
UNTHSC Police
13
10
900
3
LIB
Gibson D. Lewis Library
Parking Garage
8
CBH
Center for Biohealth
Mattison Ave.
MET LAWN
1000
Research & Education
2
RES
9
IREB
Interdisciplinary Research & Education Building
1000
12
MET
Medical Education & Training
Bunting Ave.
1
EAD
Carl E. Everett Education & Administration
Clifton St.
Montgomery St.
11
SSC
Student Service Center
1100