



GENERAL CONSTRUCTION AGREEMENT UTILIZING COOPERATIVE SERVICES

This General Construction Agreement Utilizing Cooperative Services (“Agreement”) is entered into by the University of North Texas Health Science Center (“Owner”) and Contractor as of the Effective Date for the Work described herein, in relation to the Project.

Contractor: Axxiss Building Systems, Inc.

Project: UNTHSC EAD Smoke Damper Additional Actuator Replacement

Purchasing Cooperative: TIPS/TAPS 170201

Cooperative Contract: R150501-TX-19682

Effective Date: Upon last signature

Substantial Completion: March 15, 2019

Contract Value: \$21,227.65

Bond Amount: \$570.15

Contract Documents include:

- ⌚ This Agreement including the Statement of Work and all exhibits/attachments listed or referenced;
- ⌚ UNT System Uniform General Conditions for Construction and Design Contracts (“UGC”);
- ⌚ All Change Orders issued after the Effective Date of this Agreement;
- ⌚ Drawings and Specifications related to the Project;
- ⌚ The HUB subcontracting plan, as amended and approved by Owner; and
- ⌚ Purchase Order Terms and Conditions

1. Work. The Statement of Work attached hereto describes the materials, supplies, equipment, and labor (collectively “Work”) in sufficient detail to determine quantity, quality, and time for performance of the Work to complete the Project. Contractor shall furnish all Work as necessary and in sufficient quantities to facilitate the proper and expeditious execution of the Work in accordance with the Contract Documents and to complete the Project in a timely manner.
2. Pricing. Pricing will be in accordance with the Purchasing Cooperative Contract. The Pricing is hereby incorporated by reference.
3. Commencement of Work. Owner shall provide a Notice of Project Selection. Contractor shall have ten (10) days to provide all required insurance and bonds. Upon receipt, review, and approval of the insurance and bonds, Owner will issue its Purchase Order, which will act as Owner’s Notice to Proceed (effective upon issuance unless a later date is specified by Owner) and will allow the site work to commence. No site work shall commence until the proper bonds and insurance are in place and Owner has issued its Purchase Order.
4. Completion of Work. Contractor shall complete the Work no later than the date of Substantial Completion. Only fully executed Change Orders may extend the Substantial Completion date. Issuance of the Substantial Completion Certificate and Final Completion Certificate will be in accordance with the UGC.
5. Owner’s Representative. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner’s obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

6. Contractor's Responsibilities.

- a. Contractor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents specify other 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, or procedures.
- b. Prior to commencing the Work, Contractor shall examine and compare the Drawings and Specifications with Contract Documents furnished by Owner, relevant field measurements made by Contractor, and any visible conditions at the site affecting the Work. Contractor acknowledges that it has visited or has had the opportunity to visit the site to visually inspect the general and local conditions, which could affect the Work.
 - i. Should Contractor discover any discrepancies, errors, omissions, or inconsistencies in the Contract Documents, Contractor shall promptly report them to Owner. 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.
 - ii. 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.
- c. 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), project manager, or authority for those individuals, Contractor shall immediately notify Owner in writing.
- d. Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. 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.
- e. 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 any 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.
- f. Contractor shall:
 - i. 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;
 - ii. afford Owner or others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and

- iii. coordinate Contractor's Work with the work of Owner and others. Contractor shall facilitate the access of Owner, Design Professional, and others to Work in progress.
 - g. Unless otherwise provided in the Contract Documents, 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 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 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.
 - h. 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.
7. **Subcontracts.** 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 the Contractor for Contractor's Work and the Work of the subcontractors. Contractor expressly assumes such responsibility and liability. Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work.
8. **Payment.** Contractor shall submit an invoice to Owner with sufficient documentation, as determined by Owner, to substantiate the Work complete at the time of billing. Owner shall render payment in accordance with the UGC. Owner will make progress payments based on the UGC and Applications for Payment submitted by Contractor.
9. **Warranty.** 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 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.
- a. 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.
 - b. 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.
 - c. 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.
- 10. INDEMNIFICATION. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS OWNER, AND ITS COMPONENT INSTITUTIONS, 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.

- 11. Records. Records of Contractor's Project costs, reimbursable expenses, and payments shall be kept on a generally recognized accounting basis and made available to Owner or its authorized representative during business hours for audit or other purposes as determined by Owner. Such records shall be maintained by Contractor and shall be available to Owner or authorized representative for a period of at least three years after the provision of Contractor's Work. Financial records shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or its authorized representative on reasonable notice.
- 12. 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 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:

[REDACTED]
 UNT Health Science Center
 3500 Camp Bowie Blvd.
 Fort Worth, TX 76107

If to Contractor:

[REDACTED]
 Axxis Building Systems, Inc.
 1200 Summit Ave, Suite 650
 Fort Worth, TX 76102

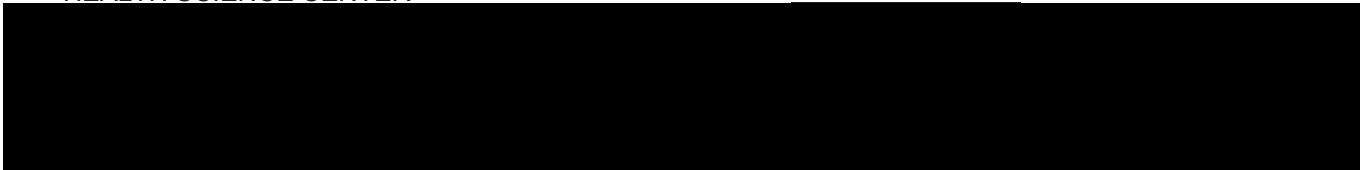
or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

IN WITNESS WHEREOF, intending to be bound, the parties have entered into this General Construction Agreement Utilizing Cooperative Services as of the Effective Date.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

OWNER:
 UNIVERSITY OF NORTH TEXAS
 HEALTH SCIENCE CENTER

CONTRACTOR:
 Axxis Building Systems, Inc.



Address: 1200 Summit Ave, Suite 650
 Fort Worth, TX 76102

Phone: [REDACTED]

Texas Vendor I.D. #: [REDACTED]

HSC Contract #2019-0373



Automation | Engineering | Construction

January 11, 2019

UNTHSC
3416 Darcy St
Fort Worth, TX 76107

Licenses and Certifications

TBPE # F13289	NEBB # 3552
TACLA# 50459E	NCTRCA #WFD32949Y0517
TECL #30120	M#39633

Re: UNTHSC EAD Smoke Damper Additional Actuator Replacement

Mr. Chase Tanner,

Axxis is pleased to offer you our execution fee and detailed scope of work for the above referenced project.

SCOPE OF WORK

- Furnish all necessary labor, material, equipment, and travel for a complete and turn key project.
- Axxis shall provide fully functional system consistent with existing pump operation.

- Daily Job Safety Analysis and Toolbox talks.
- Re-use existing equipment and instrumentation where available.
- Demo, remove, and cap pneumatic tubing for 42 existing fire damper actuators.
- >Remove pneumatic tubing back to nearest branch.
- Furnish and install forty-two (42) new Belimo 24 V fire damper actuators.

- >Provide necessary shaft extensions, clips, and anti rotation brackets.
- Provide startup and functional performance test.

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EXECUTION FEE (s)

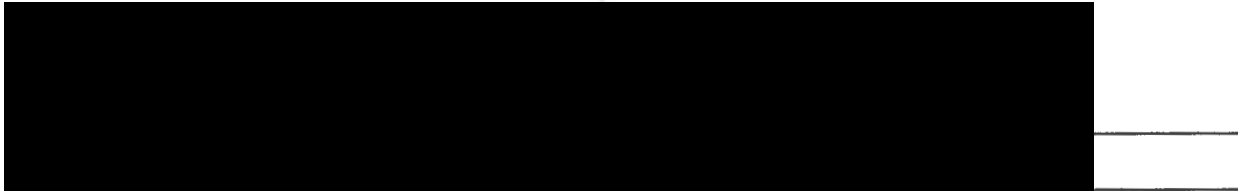
	BASE BID	
(i) Materials	\$	-
(ii) Equipment	\$	12,577.32
(iii) Labor	\$	8,080.18
(iv) Sub Tier Contractors	\$	-
(v) Taxes	\$	-
(vi) P&P Bonds	\$	570.15
TOTAL	\$	21,227.65

EXCLUSIONS

- Existing code violations.
- Work not specifically addressed above.
- Any work in a hazardous environment.
- Patching of ceiling at removed hangers by others.
- Based on continuous schedule with no delays.
- Based on full access to installation area.
- Parking fees or additional costs due to the lack of convenient, direct access parking.
- Lien Release / Waiver filing cost.
- Payment or performance bonds.
- Abatement, handling, encapsulation, removal and disposal of asbestos or other hazardous materials.
- Painting or preparation of surfaces to be painted.
- OT / premium working hours.
- TX licensing, permits, or fees.
- Price of work is subject to change after 150 days.

We deeply appreciate this opportunity to be of service and look forward to the possibility of working with you on this project.

AXXIS BUILDING SYSTEMS, INC



Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599
 TACLA50459E M39633
 TIPS/TAPS Contract Number 170201

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor 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.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have 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 Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement 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 a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

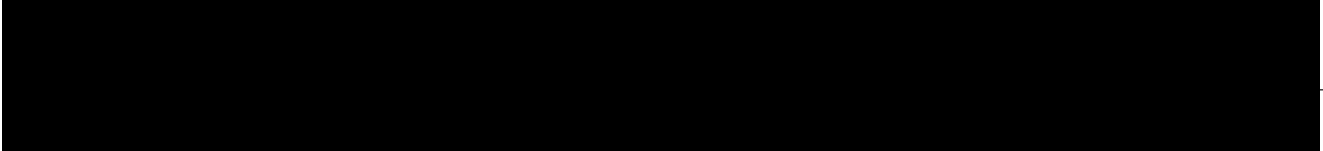
Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

VENDOR

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**



Date: _____

Date: _____

HSC Contract # 2019-0373