



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: J T Vaughn Construction, LLC.

Project: 2000168 Everett 406/524

Purchasing Cooperative: Choice Facilities Partners

Cooperative Contract: 15/041JN-16

Effective Date: Upon Execution of Purchase Order

Substantial Completion: 116 Calendar Days After Execution of Purchase Order

Contract Value: 385,116.00

Bond Amount: 6,778.00

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:
 Vice President of Operations
 UNT Health Science Center
 3500 Camp Bowie Blvd.
 Fort Worth, TX 76107

If to Contractor:
 J T Vaughn Construction, LLC.
 9160 Sterling St. Suite 100
 Irving, Texas 75063

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.

OWNER:
UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER

CONTRACTOR:
J T Vaughn Construction,LLC.



Texas Vendor I.D. #: 51229

HSC Contract #2020-0297

JOB ORDER PRICE QUOTE

DATE: Monday, November 11, 2019
JOB ORDER NAME: UNTHSC EAD Classrooms 406 and 524 Renovations

PRICE QUOTE OF: J.T. Vaughn Construction, LLC.
9160 Sterling St. Suite 100
Irving, TX 75063

The undersigned promises to furnish all labor, all equipment, all materials, all supervision and all other services required to complete the entire work in complete accordance with the Contract Documents and according to the contracted Pricing Schedule for the following price:

I. JOB ORDER SUM:

Three Hundred Ninety One Thousand Eight Hundred Ninety Four Dollars and No Cents Dollars 391,894

Note: Amounts shall be shown in both written form and figure form. In the event of a discrepancy between the written amount and the figure amount, the written amount shall govern.

Job Order Duration for Substantial Completion (From formal Notice to Proceed) 116
(Calendar Days)

Assumptions and Clarifications attached separately.

V. PRICE BREAKDOWN

Enclosed is a breakdown of the Job Order price according to Choice Facilities Partners Contract #15/041JN-16 effective 08/18/2015.

VI. ACKNOWLEDGEMENTS

Receipt is hereby acknowledged of the following Addenda to this Job Order:

NO. N/A NO. N/A NO. N/A NO. N/A

Respectfully Submitted,
J.T. Vaughn Construction, LLC

By: 
Title: _____
Date 11-Nov-19

QUALIFICATIONS & ASSUMPTIONS

General Qualifications

1. Proposal is based upon drawings provided by Hahnfeld Hoffer Stanford dated 10/30/19. Specifications were received on 11/11/19 dated 10/30/19 and are to be priced under a separate cover. Only items on drawings dated 10/30/19 have been accounted for with this proposal.
2. Excludes a line item estimate; line items are only shown for convenience of review.
3. Excludes provisions for unusual, undocumented, or unanticipated subsurface conditions. We will make reasonable efforts to locate and protect any existing underground utilities and facilities, but cannot accept responsibility for damage, or the impacts from damage, to unknown, unforeseen, non-located, or incorrectly located underground utilities or facilities.
4. Excludes the excavation or transportation of hazardous materials discovered in a foreseen or unforeseen condition. Excludes the excavation, removal or transportation of unclassified excavation that may be uncovered, including but not limited to concrete foundations, underground fuel or water storage tanks, masonry underground walls, hidden sampling wells.
5. Assumes work during normal work hours Monday through Friday, 7:00AM to 3:30PM, and intermittent weekend work as required.
6. Assumes execution of AIA A111 / A201 contract forms.
7. Assumes we have access to contingency funds for the use of acceleration of the project schedule at any time for any critical activity.
8. Assumes the right for Vaughn to purchase and manage a project specific Contractor Controlled Insurance Program within the cost parameters of the estimate.
9. Excludes the following scope:
 1. Demolition and Abatement
 2. FFE and/or Furniture Relocation
 3. A/V and Data
10. Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed.

Drywall

1. Includes wall infill at existing doors and frames to be removed by UNTHSC.
2. Includes acoustical ceiling panels at exposed concrete structure.
3. Includes acoustical wall panels.
4. Excludes acoustical caulking and insulation

Client: University of North Texas Health Science Center
Project: EAD Classrooms 406 and 524 Renovation



Flooring

1. Includes polished concrete floors to be 400 grit finish to resemble 6th floor
2. Includes rubber base at new dividing walls to match existing.
3. Excludes major floor prep or floor leveling at existing concrete deck

Painting

1. Excludes removal, repair, or replacement of vinyl wall covering
2. Assumes finish paint to be provided by Owner
3. Includes painting of exposed piping, conduit, and ductwork at ceiling only

Specialties and Roller Shades

1. Includes Lutron roller shades with new hub to be tied-into existing quantum processor
2. Includes acoustical wall panels
3. Includes wall protection

Fire Suppression

1. Includes relocation of existing fire sprinkler heads where needed to accommodate new layout

HVAC

1. Includes new ductwork and air devices at 524; assumes T-stat relocation by UNTHSC

Electrical

1. Includes lighting package with controls to resemble 6th floor
2. Includes power package with all new electrical back to exterior walls of construction
3. Includes new in-wall data and AV rough-in; assumes data/AV wiring, devices, and equipment by others.

Fire Alarm

1. Includes new fire alarm speaker/strobe devices and programming into existing fire alarm system to accommodate new layout.
2. Assumes wall mounted devices

Security/Access Control

1. Includes card readers and programming for room 406

UNTHSC EAD Classrooms 406 and 524 Renovations

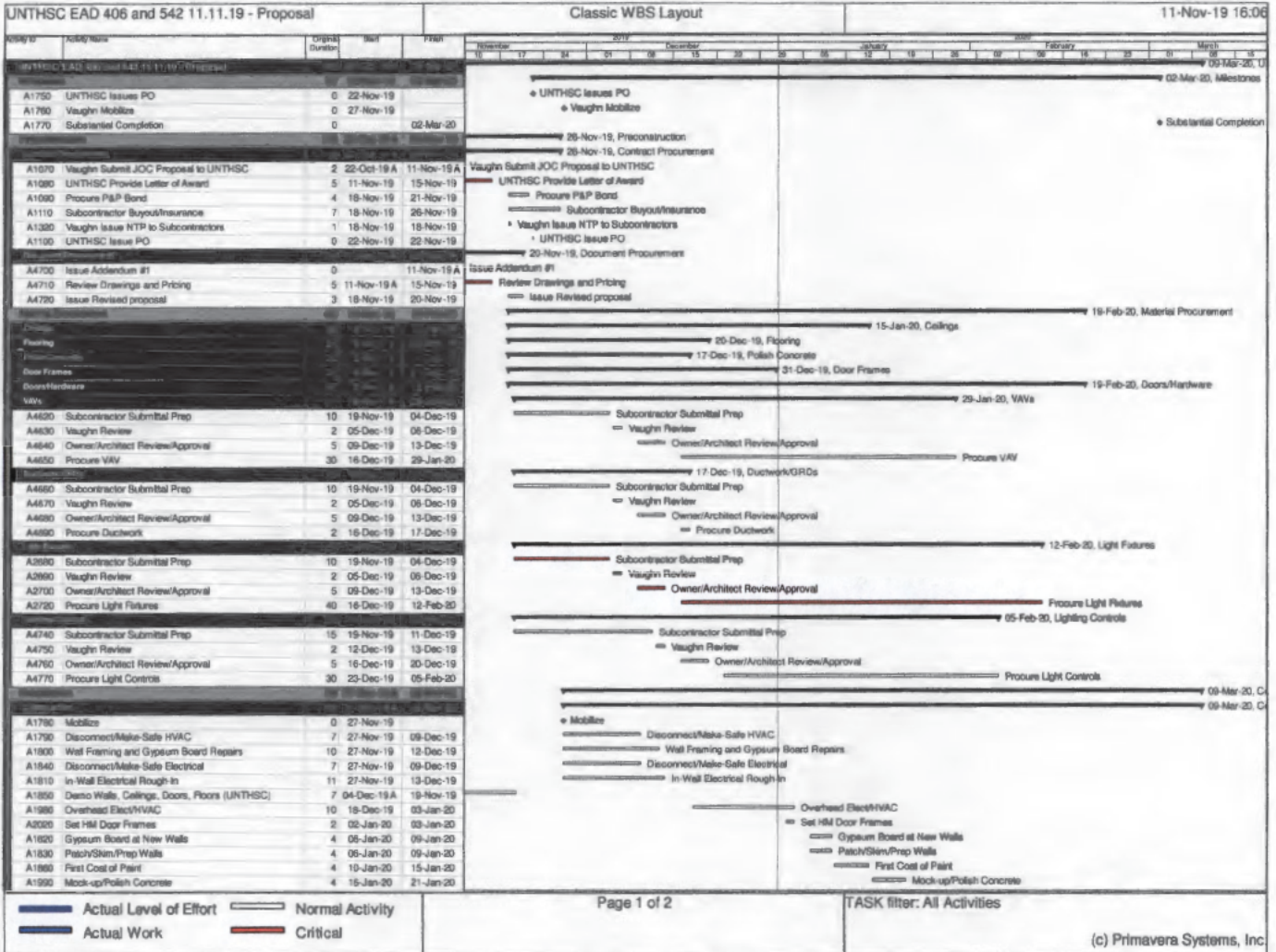
Summary

Description	Bare Mat.	Bare Labor	Bare Equip.	Bare Total	Total Incl. O&P	Premium Time
<u>Building</u>						
Site	\$ 8,123	\$ 4,738	\$ 82	\$ 10,944	\$ 14,550	
Millwork	\$ 4,688	\$ 573	\$ -	\$ 5,261	\$ 8,105	
Doors	\$ 7,816	\$ 715	\$ -	\$ 8,331	\$ 9,576	
Drywall	\$ 34,015	\$ 18,727	\$ -	\$ 50,742	\$ 64,478	
Flooring	\$ 967	\$ 381	\$ -	\$ 1,347	\$ 1,885	
Polished Concrete	\$ 2,881	\$ 7,947	\$ -	\$ 10,828	\$ 13,369	
Paint	\$ 2,823	\$ 14,421	\$ -	\$ 17,242	\$ 26,421	
Specialties	\$ 767	\$ 300	\$ -	\$ 1,068	\$ 1,317	
Fire Suppression	\$ 4,837	\$ 2,101	\$ -	\$ 8,738	\$ 8,339	
HVAC	\$ 11,459	\$ 8,195	\$ -	\$ 25,316	\$ 30,088	
Electrical	\$ 78,452	\$ 75,088	\$ -	\$ 153,540	\$ 200,941	
Fire Alarm	\$ 3,984	\$ 1,228	\$ -	\$ 5,210	\$ 6,252	
Security	\$ 2,295	\$ 1,013	\$ -	\$ 3,308	\$ 4,075	
TOTAL	\$ 180,707	\$ 131,424	\$ 82	\$ 299,873	\$ 387,155	
Total of Means- .85 City & Cost Index		85.0%			\$ 329,062	
Total - .99 Regular Hours Coefficient		99.0%			\$ 326,791	
Total - 1.21 Premium Hours Coefficient		1.21%			\$ -	
Total of non-pre-priced items					\$ 0	
Total of extraordinary items					\$ 59,325	
Total					\$ 385,118	
Payment & Performance Bond					\$ 6,778	
TOTAL PROJECT COST					\$ 391,894	

UNTHSC EAD Classrooms 406 and 524 Renovations

EOI

Item #	Scope/Trade	Sub/Vendor	Description	Qty	Unit Price	Extension
1	Acoustical Walls	Vaughn	Acoustical Wall Panels	1	\$45,420.00	\$45,420.00
2	Roller Shades	Vaughn	Lutron Roller Shades	1	\$13,905.00	\$13,905.00
						\$0.00
Subtotal						\$59,325



UNTHSC EAD 406 and 542 11.11.19 - Proposal Classic WBS Layout 11-Nov-19 16:06

Activity ID	Activity Name	Original Duration	ACT	FIN	Start	End
A1870	Acoustical Ceiling Panels	6	30-Jan-20	06-Feb-20		
A1880	Relocate Fire Suppression Heads	5	31-Jan-20	06-Feb-20		
A1890	Fire Alarm Devices	3	07-Feb-20	11-Feb-20		
A1890	Drop Lights/Diffusers	4	13-Feb-20	18-Feb-20		
A1940	Drop Ceiling Tiles	3	19-Feb-20	21-Feb-20		
A1980	Trim out Electrical	5	19-Feb-20	25-Feb-20		
A2010	Test and Balance	3	19-Feb-20	21-Feb-20		
A2030	Hang Wood Doors and Steel Door	1	20-Feb-20	20-Feb-20		
A1650	Wall Base	1	24-Feb-20	24-Feb-20		
A1910	Final Paint	3	28-Feb-20	28-Feb-20		
A2040	Program Lighting Controls	3	27-Feb-20	02-Mar-20		
A1920	Substantial Completion	0		02-Mar-20		
A1930	Punchlist Correction	5	02-Mar-20	09-Mar-20		

█ Actual Level of Effort Normal Activity
█ Actual Work Critical



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: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(d)(1)(D)(iii), 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 statewide HUB goal or the agency specific HUB goal, whichever is higher. 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 with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

Approved
Method A
HUB 41.4%
12/3/19

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: J.T. Vaughn Construction, LLC

State of Texas VID #: 1-263561928-6

Point of Contact:

Phone #: 214-382-3700

E-mail Address:

Fax #: 214-382-3699

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

c. Requisition #: UNTHSC EAD Classroom 406 and 524

Bid Open Date: 12/02/2019

(mm/dd/yyyy)

Enter your company's name here: J.T. Vaughn Construction, LLCRequisition #: LINTHBC EAD Classroom 408 and 624**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 (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Drywall	%	%	10.2 %
2	Polished Concrete	%	%	2.3 %
3	Paint	3.4 %	%	%
4	Fire Suppression	1.0 %	%	%
5	HVAC/Plumbing	8.3 %	%	%
6	Electrical	28.7 %	%	%
7	Fire Alarm	%	%	0.8 %
8	Roller Shades	%	%	3.5 %
9	Acoustical Panels	%	%	11.6 %
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		41.4 %	%	28.4 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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 with Texas certified HUBs with which you do not have a "continuous contract" in place with for more than five (5) years, 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.)

"Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: J.T. Vaughn Construction, LLC

Requisition #: UNTHSC EAD Classroom 406 and 524

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.

[Empty space for justification]

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 monthly 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://www.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.

			12/02/2019
Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or 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.



UNT UNT HEALTH SCIENCE CENTER UNT DALLAS UNT SYSTEM ADMINISTRATION

APPROVED FORM

To: Jason Hartley, Vice President for Operations

Copy To: Patricia Dossey, Business Manager
 Lori Knowles, Senior Executive Assistant

Approved Form: **General Construction Agreement (for use with Co-ops)**

Approved Use: Operations, UNTHSC

Approval Date: November 27, 2018

Approval To: Agreements entered into and signed before December 31, 2020

Approved By: Aesil Kim, Assistant General Counsel -

The referenced form has been reviewed by the Office of General Counsel for legal sufficiency and is approved for use as an Approved Form. You may use this Approved Form as a contract form exempt from further individualized legal review, provided that the following procedures are followed:

Business information specific to a particular transaction (i.e. names, dates, etc.) should be inserted into the text fields of the Approved Form. If changes are made other than inserting transaction-specific data into the text fields of the Approved Form, the revised agreement must be submitted to the Office of General Counsel for legal review and approval prior to signature.

If the terms of the Approved Form otherwise remain unchanged and there is no expenditure of funds associated with the contract, no further legal review is required and the agreement may be routed for signature. If the agreement requires the expenditure of funds, it must be processed with a requisition and approved by UNT System Business Service Center Procurement Services.

In order to be effective and legally binding, any agreement created with an Approved Form must be signed by an administrator having appropriate signature authority to bind the contracting institution. If there is any question concerning authority to sign an agreement, please contact the Office of General Counsel.

Use of this form after the Approval Date without further legal review prior to signature is prohibited. If continued use as an Approved Form is desired, please contact the Office of General Counsel approximately 90 days prior to expiration of this approval to request review and extended approval.

Please retain an electronic copy of this Approval Memo with a blank copy of the attached Approved Form through the Approval Date. You should include a copy of this Approval Memo with any Approved Form you submit for signature.

Vaughn Construction

Contract Category: Construction-JOC (JOC-IDIQ)

Contract Number: 15/041JN-16

Contract Terms:

Initial Award Date: August 18, 2015

1st Renewal Start Date: August 18, 2017

2nd Renewal Start Date: August 18, 2018

3rd Renewal Start Date: August 18, 2019

Current Expiration Date: August 17, 2020

Renewals Remaining: 0



Contract Partner: Vaughn Construction



Contract Partner Web Site:

<http://www.vaughnconstruction.com>

Approved Market Area: TX

APPROVED PRODUCT OR SERVICE:

Maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work delivery is of a recurring nature but the delivery times, type and quantities or work required are indefinite (IDIQ).

TO PLACE AN ORDER:

Contact the vendor for all your pricing needs, stating you are using CP contract and send us the confirmation only Purchase Order copy

PRICING: Is according to the contract on file with CP.

Freight Terms: -

MWBE/HUB Status: Not Certified

DUE DILIGENCE: [Download](#)

CONTACT INFO

For SALES



ABOUT THIS PARTNER:

Vaughn Construction was born out of the Vaughn family's long history and trusted reputation in the construction industry. It was founded by Joe Vaughn, one of Houston's construction icons, in 1988. We have maintained a constant but controlled growth over the last 25+ years. Today, Vaughn is a second generation, family-owned general contractor and construction management firm. We are one of the largest contractors in Texas, and a leading builder of healthcare, research, and higher education facilities throughout the state. In addition to our Houston home office, we now have offices in Austin, College Station, Dallas, El Paso, Galveston, Lubbock, San Antonio and the Texas Medical Center (Houston).