



UNIVERSITY OF NORTH TEXAS®

**GENERAL CONSTRUCTION AGREEMENT
UTILIZING COOPERATIVE SERVICES**

This General Construction Agreement Utilizing Cooperative Services ("Agreement") is entered into by the University of North Texas ("Owner") and Contractor as of the effective date for the Work described herein, in relation to the Project. The effective date of this Contract shall be the date of last signature by the Parties hereto.

Contractor: **DMI Corp**
Project: **RTVF Bldg Boiler Vent Replacement**
Purchasing Cooperative: **TXMAS**
Cooperative Contract: **TXMAS-18-03FAC05**
Number of Days to Substantial Completion: **180 Days**
Contract Value: **\$183,599.00**
Bond Amount: **\$5,192.00**

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 a Purchase Order, which will act as Owner's Notice to Proceed (effective upon issuance unless Owner specifies a later date in writing) and will allow the Work to commence. No Work shall commence until the proper bonds and insurance are in place and Owner has issued the Purchase Order.
4. Completion of Work. Contractor shall complete the Work within the Number of Days to Substantial Completion as specified above. The Number of Days to Substantial Completion are calendar days, including weekends and holidays. Only fully executed Change Orders may extend or increase the Number of Days to Substantial Completion. 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 promptly to 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.

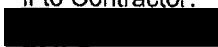
11. Records. Records of Contractor's Project costs, reimbursable expenses, and payments shall be kept on a generally recognized accounting basis and made available to Owner or its authorized representative during business hours for audit or other purposes as determined by Owner. Such records shall be 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 based on 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:



University of North Texas
1155 Union Circle #311040
Denton, Texas 76203-5017

If to Contractor:



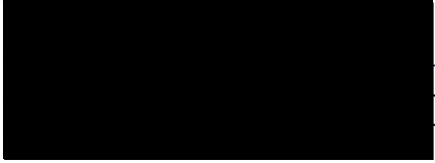
DMI Corp
1002 KCK Way
Cedar Hill, TX 75104

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

By:
Name:
Title:



Date: 3-11-2020

CONTRACTOR:
DMI C

By:



Date: 4/22/2020

Address: 1002 KCK Way, Cedar Hill, Tx.

Phone: 972-299-9434

Texas Vendor I.D. #: 1-75-2499780-0

1002 KCK Way
Cedar Hill, TX 75104

EXHIBIT A
DMI
DECKER MECHANICAL
Commercial HVAC & Plumbing Contractors
www.deckermechanical.com
TXMAS-18-03FAC05

Office: (972) 291-9907
Fax: (972) 293-1068

Quote #00038401

Date: February 3, 2020

University of North Texas
2310 NORTH I-35-E
Denton, TX. 76201

Attn: [REDACTED]

Project: RTVF Bldg. Boiler Vent Replacement:

Reroute common boiler venting through the basement mechanical area of the RTVF building, after relocating the exhaust fan approx. 24" inward to the basement and replacing with ducting material, we will run the 16" common venting underneath the ducting material and out through the wall, up against the wall to exit the boiler vent above the parapet wall.

This will require an assist fan to be located in the basement mechanical room, installed in the 16" common venting, along with a control panel, VFD, and pressure transducer to eliminate all possible positive pressure issues when operation the boiler when configured this way.

Electrical supply to fan assembly and controls will be 208/480- 8.6/4.3 amps 3 phase by others to include disconnect at service.

Customer is responsible to have the equipment off and ready for lost of operation over a couple of weeks to work on these units. The scope of this project will render the boiler equipment incapable of operation during this scope of work.

DMI and customer will isolate and perform lock out and tag out procedures prior to performing scope of work.

Remove existing leaking, damaged common boiler venting from AERCO boilers to an area at which the vertical run begins in chase way, none of the vertical venting will be removed by DMI.

Remove vertical termination of boiler vent from existing chimney just below the chimney cover, and remove chimney cover. DMI to provide new chimney cover, install on chimney and seal edges with caulking material, fasten cover to the existing chimney.

All condensate trapping including new condensate traps for each boiler, and piping associated with boilers condensate will be replaced with new.

1002 KCK Way
Cedar Hill, TX 75104

EXHIBIT A
DMI
DECKER MECHANICAL
Commercial HVAC & Plumbing Contractors
www.deckermechanical.com
TXMAS-18-03FAC05

Office: (972) 291-9907
Fax: (972) 293-1068

Quote #00038401

Install new boiler venting per manufacturers requirements, properly support and terminate above roof parapet wall. DMI will provide properly designed 16" common vent stack AL29-4C from boiler outlet to an area above the roof parapet wall to a safe discharge of flue gases.

DMI will provide aerial equipment to reach to top of the roof area for the installation of the top section exposed above parapet wall.

The old boiler vent that is removed as described in this proposal will be hauled away from the facility and properly disposed of.

DMI will provide a boiler technician to start-up the system and check combustion and all safeties on all Three (3) BMK2.0LN Boilers upon completion of these repairs.

Notes:

1. Street and Parking Lot Access for aerial equipment, trucks, crane equipment, trailers and daily parking will be completed by UNT staff and their Campus Police.
2. UNT to provide hot work permits as required to complete installation.
3. Parking permits required will be provided by UNT and Campus Police.
4. Calculation and Sizing completed by Texas Draft

Delivery of some items will be 3-4 weeks after receipt of your confirming Purchase Order.

Exclusions:

- Applicable taxes
- Freight Costs are not included in this quote and will be billed at cost.
- Expediting and special handling charges
- Anything not specifically mentioned above
- Roofing repairs

WARRANTY:

All materials or equipment provided by DMI CORP will be warranted through the Original Manufacturers warranty. All workmanship performed by DMI CORP is warranted for thirty (30) days, unless otherwise stated in this proposal.

DMI CORP'S proposal for Equipment, Materials and Services that are described above, is based on the availability of engineering, manufacturing and support manpower required to perform this project. In the event that another sale which utilizes this support manpower, materials or facilities is made prior to a



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0 items

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Contract Details: # TXMAS-18-03FAC05

Search for items in this contract

Number	TXMAS-18-03FAC05
Description	HVAC Plumbing and Boiler Service
Category	TxSmartBuy
Type	TXMAS
Start Date	7/13/2018
End Date	3/26/2023
Fed	GS-21F-0054U
Purchase Category Code(Agencies Only)	PCC X
Optional Renewal Terms	No renewals remaining