

TCM Contract # 2021-213

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.

Contractor: **Weatherproofing Services**

Project: **Music Building Coping N+S Roof**

Purchasing Cooperative: **Choice Partners**

Cooperative Contract: **17/038CG-16**

Effective Date: **Upon last date of signature by the parties hereto.**

Substantial Completion: **14 calendar days from receipt of PO**

Contract Value: **17505.00**

Bond Amount: **N/A**

Contract Documents include:

- This Agreement including the Statement of Work and all exhibits/attachments listed or referenced;
- Owner's 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 to Proceed, in which a date shall be set for commencement of the Work. Contractor shall have ten (10) days to provide all required insurance and bonds. Upon receipt of the insurance and bonds, the Owner will issue a notice of review and acceptance, which will allow the site work to commence. No work shall commence until the proper bonds and insurance are in place.
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 five (5) 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:



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

If to Contractor:



Weatherproofing Services
2336 Oak Grove Lane
Cross Roads, Tx 76227

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

SIGNATURE PAGE TO FOLLOW

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: [REDACTED] Name: [REDACTED] Title: [REDACTED] Date: <u>6/21/2021</u>	CONTRACTOR: Weatherproofing Services By: [REDACTED] Name: [REDACTED] Title: [REDACTED] Payable Date: <u>6/7/21</u> Address: [REDACTED] Telephone: [REDACTED] Texas Vendor I.D. [REDACTED]
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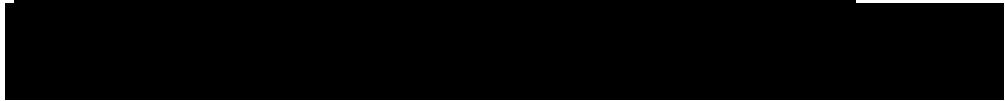


UNT

UNT HEALTH SCIENCE CENTER

UNT DALLAS

UNT SYSTEM ADMINISTRATION

APPROVED FORMTo: Copy To: Approved Form: **General Construction Agreement (for use with Co-ops)**

Approved Use: Facilities, UNT

Approval Date: November 12, 2018

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

Approved By: 

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.



PROPOSAL NUMBER: 210106-102-01

DATE: 06/04/2021

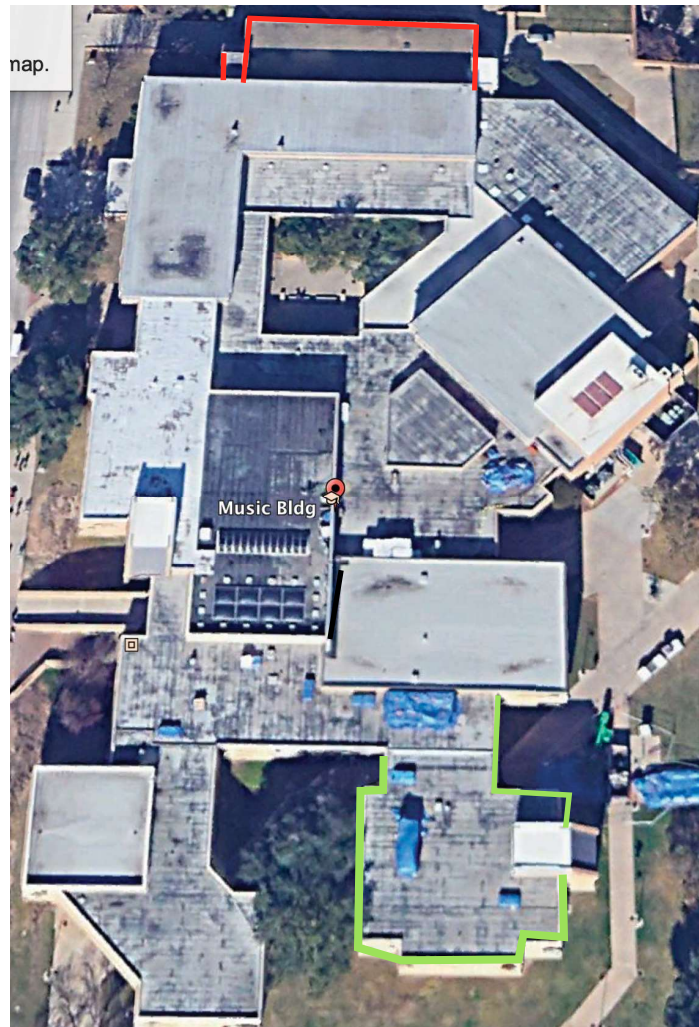
TO:
The University of North Texas

JOB SITE:
Music Building

ATTENTION: Randy Salsman

RE: Metal Coping

We propose to furnish equipment, labor and materials to complete the following scope:



2336 Oak Grove Lane, Crossroads, Texas 76227 * 972-731-8222 * 972-731-8225 FAX

Website: www.WsTexas.com * Email: Service@WsTexas.com



Scope of Work -

- Setup safety and staging equipment
- Install self adhered waterproofing underlayment per the manufacturers specification
- Fabricate and install pre-finished metal coping to blend with existing

North End - (Red line)

Price..... \$7,954

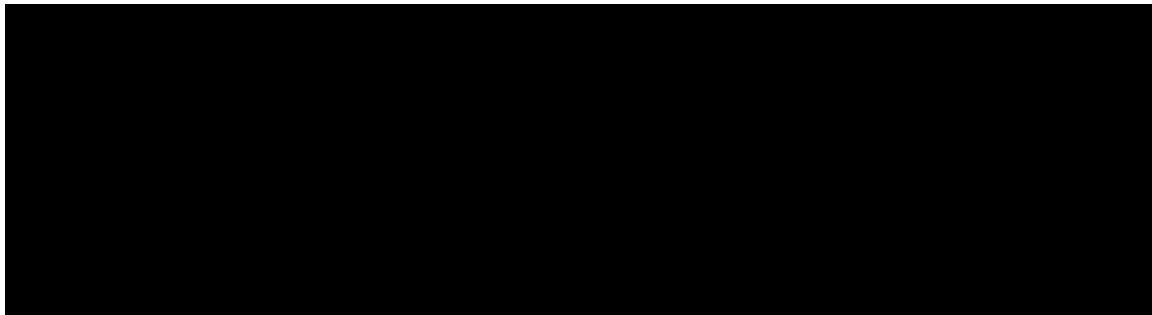
South End - (Green line)

Price..... \$9,551

Choice Contract No. 17/038CG-16

Estimated 14 calendar days to substantial completion.

All work to be done in a good workmanship like manner with daily removal of debris.



2336 Oak Grove Lane, Crossroads, Texas 76227 * 972-731-8222 * 972-731-8225 FAX

Website: www.WsTexas.com * Email: Service@WsTexas.com

Weatherproofing Services

Contract Category: Roofing (JOC-IDIQ)

Contract Number: 17/038CG-16

Contract Terms:

Initial Award Date: October 18, 2017

1st Renewal Start Date: October 18, 2019

2nd Renewal Start Date: October 18, 2020

Current Expiration Date: October 17, 2021

Renewals Remaining: 1

CP Contract Manager:

Joann Nichols

joann@choicepartners.org

713-696-2122

Contract Partner: Weatherproofing Services



Contract Partner Web Site:

<http://www.wstexas.com>

Approved Market Area: TX

Texas Regional Centers: Region 10 Primary

APPROVED PRODUCT OR SERVICE:

Roofing and Waterproofing Services and Construction

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. All contracts are EDGAR compliant!

PRICING: Is according to the contract on file with CP. Send all PO copies to ecatalog@choicepartners.org

Freight Terms: -

MWBE/HUB Status: Certified

DUE DILIGENCE: [Download](#)

CONTACT INFO

For SALES

Gary Place II, VP

2336 Oak Grove Lane

Aubrey, Texas 76227