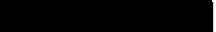



November 15, 2019

TJ's Professional Painting & Construction LLC


3315 Nokomis Rd
Lancaster, Texas 75146

Via Electronic Mail

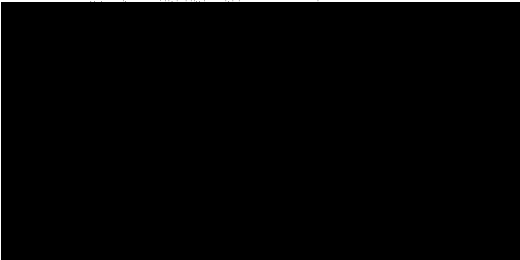
@tjspropainting.com

RE: Notification of Award: University of North Texas System Request for Proposal (RFP) 752-20-934DH, Trades Job Order Contracting 2020

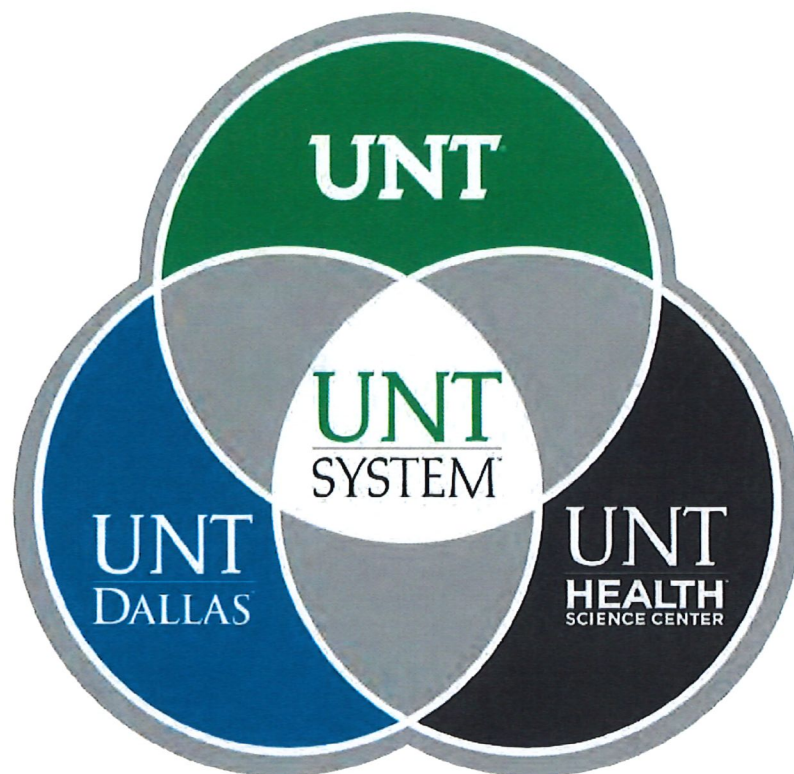
Dear Mr. Ramos:

Thank you for your proposal submission on the Trades Job Order Contracting 2020 RFP. TJ's Professional Painting & Construction LLC has been selected as one of the successful awardees for Painting and Drywall/Ceilings trades. This award will be contingent upon execution of a contract and the all necessary approvals. Your company submitted a very good proposal, and was evaluated as being the best value for the University and met all criteria required in the proposal. Thank you for your time and interest in the University of North Texas.

Sincerely,



JOB ORDER CONTRACTING AGREEMENT



JOB ORDER CONTRACTING AGREEMENT

This Agreement is made and entered into by **University of North Texas** ("Owner"), and by **TJ's Professional Painting & Construction LLC** ("Contractor"), for the "minor construction, repair, rehabilitation, or alteration of a facility if the work is of a recurring nature but the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks" as allowed by Section 51.784 of the Texas Education Code. The capitalized term "Party" refers to either Owner or Contractor individually and the term "Parties" refers to Owner and Contractor collectively. The effective date ("Effective Date") of this Agreement shall be the date of last signature by the Parties hereto.

ARTICLE 1 PROJECT

- 1.1 Owner desires and intends to conduct Drywall/Ceiling & Painting Services for the Single Trade Job Order Contract [JOC] on the Denton Campus, to be completed in accordance with the requirements herein.
- 1.2 The initial term of this Contract shall begin on the Effective Date and shall expire two (2) years after that date unless renewed or terminated in accordance with the terms herein.
- 1.3 Owner has three (3) options to renew the term of this Contract in one (1) year increments upon written notice to Contractor prior to the expiration of the initial or subsequent term or until the maximum contract amount is reached, whichever occurs first.

ARTICLE 2 AUTHORIZED CONTRACT SUM

- 2.1 Each proposed individual Job Order will not exceed a maximum value of \$300,000.
- 2.2 The total combined cost of all Job Orders issued will not exceed the maximum value of \$900,000.00 (Option: See Article 1.3).
- 2.3 It is expressly understood that Owner is under no obligation to request a minimum amount of Work under this Agreement. All service requests will be made by Owner on an as-needed basis.

ARTICLE 3 CONTRACT DOCUMENTS

- 3.1 The Contract Documents consist of:
 - 3.1.1 This Agreement and all exhibits and attachments listed, contained, or referenced herein;
 - 3.1.2 Each Job Order issued under this Agreement;
 - 3.1.3 The Uniform General Conditions for Construction and Design Contracts for the University of North Texas System ("Uniform General Conditions" or "UGC");
 - 3.1.4 Supplementary General Conditions or Special Conditions, if any;
 - 3.1.5 Owner Specifications;
 - 3.1.6 All Change Orders issued after the effective date of each Job Order;

- 3.1.7 Any Scope of Work, drawings, specifications, details, or other documents developed in connection with each Job Order issued under this Contract;
- 3.1.8 The Historically Underutilized Business (HUB) subcontracting plan submitted or amended and approved by Owner.
- 3.2 The Contract Documents form the entire and integrated Contract between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral.
- 3.3 To the extent the terms of this Agreement conflict with the Uniform General Conditions and/or the Supplemental Conditions, the terms of this Agreement will control.

ARTICLE 4 DEFINITIONS

- 4.1 Terms, words, and phrases used in the Contract Documents shall have the meanings given in the Uniform General Conditions.
- 4.2 The following terms, words, and phrases used in the Contract Documents shall have the following meanings, and if more specific than the definition given in the Uniform General Conditions, the more specific meaning given in this Agreement shall control.
 - 4.2.1 "Coefficient" shall mean the price multiplier that Contractor bids. The Parties shall use this multiplier to determine the price of Work. Contractor's coefficient is multiplied by the Construction Task Catalog® rates. Proposed coefficient shall be a net decrease from or increase to the price in the CTC®. Coefficient shall be carried to four (4) decimal places only.
 - 4.2.2 "Construction Task Catalog® ("CTC®)" shall mean the Gordian Group cost database which contains construction task(s) with preset unit price(s) to be used in the administration of this Agreement.
 - 4.2.2.1 Construction Task Catalog® issued with request for proposal No. **RFP752-20-934DH** will be in effect for the first year of the Agreement.
 - 4.2.2.2 The CTC® will be updated annually and furnished to Contractor. The CTC® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option. Contractor shall use the CTC® in effect on the date that the Job Order is issued. Contractor shall not delay the issuance of a Job Order to take advantage of a scheduled update of the CTC®. In that event, Contractor shall use the CTC® that would have been in effect without the delay.
 - 4.2.3 "Job Order" shall mean a contractual instrument issued by Owner to Contractor. A Job Order represents Owner's and Contractor's agreement of task(s) and quantities of labor, materials, and equipment required to perform the Work, plans and specifications, and timeline to complete a project. A Job Order is issued upon agreement between Owner and Contractor regarding Scope of Work, performance, time, and price, and will be in form substantially similar to Exhibit A attached hereto.
 - 4.2.4 "Non-Pre-Priced (NPP) Task" shall mean Work that is required by the Scope of Work, but is not included in the CTC®.
 - 4.2.5 "Pre-priced Task" shall mean Work for which a unit price is stated and included in the CTC®.

- 4.2.6 "Scope of Work (SOW)" shall mean a description of specific Work negotiated by Owner and Contractor that contains sufficient detail to determine quantity, quality, and time for performance, which Work will be ordered through an associated Job Order.
- 4.2.7 "Work" shall mean the provision of all services, labor, materials, supplies, and equipment that are required to complete a project in strict accordance with the requirements of the Contract Documents related to a project. Work includes, without limitation, any additional Work required by Change Orders and any other Work reasonably inferable from the Construction Documents, taking into consideration the understanding of the Parties that some details necessary for completion of the Work may not be expressly stated in the Scope of Work, shown on drawings, or included in specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or otherwise necessary for complete installation and operation of the Work.

ARTICLE 5 PROCEDURES

- 5.1 Project Request. Owner shall prepare a SOW, identifying the project and describing in drawings, specification and other appropriate materials the intended scope of the project, setting forth the proposal due date.
- 5.2 Project Proposal.
- 5.2.1 Contractor shall provide Owner with a written project proposal. Contractor shall prepare their proposal to include, at a minimum, the following:
- 5.2.1.1 Project price proposal;
 - 5.2.1.2 Required drawings and/or sketches;
 - 5.2.1.3 Catalog cuts, technical data, or samples;
 - 5.2.1.4 List of proposed subcontractors, anticipated price, and completed HUB Plan, if applicable;
 - 5.2.1.5 Project schedule;
 - 5.2.1.6 Any qualifications or conditions applicable to the project proposal; and
 - 5.2.1.7 Sample warranties and/or guarantees for materials, equipment, and/or systems proposed.
- 5.2.2 The price proposal shall identify the Pre-Priced Task, the NPP Tasks, and any other costs of Work proposed for the project. Contractor shall prepare the price proposal according to the following:
- 5.2.2.1 Pre-Priced Tasks and their quantities shall be identified in the CTC®.
 - 5.2.2.2 NPP Tasks shall be identified separately and included in the price proposal. NPP Tasks shall include, but not be limited to, catalog cuts, specifications, technical data, drawings, and/or other information as required to evaluate the task.
 - 5.2.2.3 NPP Tasks performed by Contractor shall be identified and must include a minimum of three (3) independent quotes for all materials. To the extent possible, pre-priced labor and equipment from the CTC® is to be used.

NPP Tasks performed by a subcontractor shall be identified and must include a minimum of three (3) independent quotes from subcontractors. Contractor shall not submit quotes or bids from any supplier or subcontractor that Contractor is not prepared to utilize. Owner may require additional quotes and bids from suppliers or subcontractors if Owner, at its sole discretion, deems submitted quotes or bids unacceptable.

- 5.2.2.4 The final price submitted for NPP Tasks shall be based on the NPP coefficient multiplied by the selected NPP price quoted.
- 5.2.2.5 Once an NPP Task has been used on three (3) separate Job Orders and upon approval by Owner, the unit price for said task is established and will be fixed as a permanent Pre-Priced Task. Price justification will no longer be required.
- 5.2.2.6 Owner shall determine an item is a Pre-Priced Task or an NPP Task. Said determination shall be final, binding, and conclusive to Contractor.
- 5.2.3 By submitting a signed project price proposal, Contractor agrees to complete the Work encompassed in the SOW, in accordance with the project request, and at the price submitted. It is Contractor's responsibility to ensure the necessary tasks and quantities are included in the project proposal prior to submittal.
- 5.2.4 Contractor shall not refuse to perform any task or Work in connection with a project.
- 5.3 Job Order. A Job Order signed by Owner and delivered to Contractor constitutes Owner's acceptance of the project price proposal. The Job Order authorizes Contractor to begin the work identified in the Job Order. Contractor shall complete the Work within the number of days specified in the Job Order, subject to extensions of time approved by Owner through a Change Order. The time set forth for completion of the Work for each Job order is an essential element of the Agreement.
- 5.4 Modification of a Job Order.
 - 5.4.1 Change Orders to a Job Order shall be requested, made, and issued in accordance with the UGC.
 - 5.4.2 Change orders shall be generated from CTC® as the sole basis for pricing.
 - 5.4.3 Owner recognizes three (3) typical circumstances resulting in the modification of a Job Order:
 - 5.4.3.1 Differing site conditions
 - 5.4.3.2 Increased Scope of Work
 - 5.4.3.3 Decreased Scope of Work
- 5.5 Project Completion. Upon completion of the project, Contractor will submit a Certificate of Final Completion for approval. Issuance of the Substantial Completion Certificate and Final Completion Certificate will be in accordance with the UGC.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 6.1 In General. Contractor agrees to provide general and specific services as requested by Owner in accordance with the terms of this Agreement. Contractor shall provide all labor and material

necessary and reasonably inferable for the complete performance of any Job Order authorized pursuant to this Contract. 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.

- 6.2 Standard of Care. Contractor shall use its best efforts, skill, judgment, and abilities to perform the Work in an expeditious and timely manner as is consistent with the orderly progress of any project authorized pursuant to this Agreement. Contractor shall at all times provide a sufficient number of qualified personnel to accomplish the Work within the time limits set forth in the schedule.
- 6.3 Filings and Permits. Contractor is responsible for obtaining all filings and permits required for the Work, and is to include, but not limited to, the preparation of all drawings, sketches, calculations and other documents or information that may be required thereof. Contractor shall bear the cost of providing all drawings, plans, specifications, and other documents used by Contractor and its consultants.
- 6.4 Compliance with Laws. Contractor shall perform the Work in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the project. 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. Contractor shall also comply with all Owner's policies. These include, but are not limited to, contractor guidelines, safety and work practices, code of conduct, smoking and/or tobacco policies, and parking regulations. Any citations as a result of violations are the sole responsibility of Contractor.
- 6.5 Safety. 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.
- 6.6 Storage of Materials. Contractor is solely responsible for the receipt and storage of their own materials, including the unloading of trucks, and checking of deliveries and transportation to the work area.
- 6.7 Representative. Before commencing the Work, Contractor shall notify Owner in writing of the name and qualifications of its proposed 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 project manager for the site. Contractor's project manager shall possess full authority to receive instructions from Owner and to act on those instructions. If Contractor changes its project manager or authority for those individuals, Contractor shall immediately notify Owner in writing.
- 6.8 Supervision. Contractor shall provide competent supervision for the performance of each Job Order. Contractor will ensure that one (1) of their employees is present on each job site at all times. This individual must have overall project supervisory authority. Supervisory costs are to be included in Contractor's Coefficient and will not be reimbursed as a separate labor cost.
- 6.9 Off-site Work. In the event off-site Work is required, such as site fabrication, Contractor shall notify Owner at the time of the issuance of the Job Order. Owner reserves the right to inspect such off-site Work at any time.
- 6.10 Existing Conditions. Contractor shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to Contractor by Owner, or any other party that Contractor uses for the Work.

- 6.11 Correction of Work. Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

ARTICLE 7 OWNER'S RESPONSIBILITIES

- 7.1 Owner Specifications. Owner will develop specifications necessary for the execution of this Agreement. The intent of the specification(s) is to provide concise institutional and/or industrial standards for maintenance, repair, and construction of Owner's facilities.
- 7.2 Special Information. Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys, and plans and specifications relevant to the project. Contractor shall exercise reasonable care in relying upon this information in the performance of its services under this Agreement. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner.
- 7.3 Time for Response. Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services under this Agreement.
- 7.4 Representative. Owner reserves the right to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's responsibilities. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.
- 7.5 Owner-Furnished Materials. Owner reserves the right to purchase material(s) and/or job-required merchandise. Owner will deliver any such material(s) to the jobsite, or compensate Contractor for providing the labor to relocate Owner-furnished materials to the jobsite. Contractor will return Owner-owned materials delivered but not used on the job to Owner for credit.
- 7.6 Owner's Rights. Owner reserves the right to cancel any project for any reason, to opt not to issue a Job Order, and/or perform such Work by other means, if it is determined to be in the best interest of Owner. No cost allowance is provided for the recovery of any costs by Contractor resulting from the development of the Job Order. These include but are not limited to, costs associated with attendance to the joint scope meeting, review of the SOW, subcontractor costs, and costs associated with reviewing the proposal with Owner.

ARTICLE 8 SUBCONTRACTS

- 8.1 In General. Contractor may use the services of subcontractors, and will be responsible for their reimbursement. Owner may require Contractor to submit payment affidavit(s) for subcontractors before release of final payment. The use of subcontractors does not alter the CTC[®] unit costs or Contractor's Coefficient, and subcontractor pricing is not a basis of reimbursement.
- 8.2 Notice. As soon as practical, and prior to any subcontractor beginning work, Contractor shall notify Owner, in writing, the names and phone numbers of all subcontractors proposed for the principal parts of Work, as well as for any other as directed by Owner. Contractor may not employ any subcontractor, to which Owner objects for any reason, such as incompetent, unfit, irresponsible, or unsafe. Such objection shall not relieve the responsibility of Contractor for Contractor's Work and the Work of the subcontractors.
- 8.3 No Third-Party Beneficiary. The Contract Documents shall not create any contract or agreement between any subcontractor and Owner. Additionally, there is no intent to designate a subcontractor as a beneficiary of the contract between Owner and Contractor. Contractor shall be solely and fully

responsible to Owner for any acts and/or omissions of a subcontractor or persons directly employed thereby.

- 8.4 Compliance. Contractor shall ensure that each subcontractor agrees to be bound by the terms of this Agreement and related Contract Documents, including the University of North Texas System Uniform General Conditions, and individual project specifications, as far as applicable to their Work.

ARTICLE 9 HISTORICALLY UNDERUTILIZED BUSINESS PLAN

- 9.1 HUB Plan for Job Order of \$85,000 or more. In the event that the value of any individual Job Order equals or exceeds Eighty-Five Thousand (\$85,000), Contractor must submit a separate HUB Plan, which shall be subject to Owner's approval and compliance efforts.
- 9.2 Compliance with HUB Plan. Contractor agrees to comply with the terms of its Historically Underutilized Business Plan ("HUB Plan"). No changes to the HUB Plan may be made without Owner's written approval. While this Agreement is in effect, Owner may require Contractor to provide information, and may conduct audits of Contractor, to ensure that the HUB Plan is being, and has been, followed.

ARTICLE 10 PAYMENT

- 10.1 Contractor shall submit an invoice to Owner with sufficient documentation, as determined by Owner, to substantiate the completion of a Job Order 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.

ARTICLE 11 BONDS

- 11.1 Contractor shall provide performance and payment bonds in accordance with the requirements set forth in the Uniform General Conditions.
- 11.1.1 Payment Bonds. For any Job Order requiring Work in excess of Twenty-five Thousand (\$25,000.00), Contractor shall provide a Payment Bond in accordance with Texas Government Code Chapter 2253 and documentation of such bonding to Owner.
- 11.1.2 Performance Bonds. In addition to Payment Bond, if a Job Order is in excess of One Hundred Thousand (\$100,000), Contractor must also provide a Performance Bond in accordance with the Texas Government Code Chapter 2253 and documentation of such bonding to Owner.

ARTICLE 12 WARRANTY

- 12.1 In General. 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 Work.
- 12.2 Special or Extended Warranties. 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.

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

ARTICLE 13 INDEMNITY AND INSURANCE

- 13.1 Indemnity. Contractor covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS Owner, and the University of North Texas System Board of Regents, elected and appointed officials, directors, officers, employees, agents, representatives, and volunteers, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to, personal or bodily injury, death, or property damage, made upon Owner directly or indirectly arising out of, resulting from, or related to Contractor's activities under the Agreement, 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 Agreement. 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.**

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

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

13.2 Insurance.

13.2.1 Contractor shall not commence Work until it has obtained all insurance required in accordance with the Uniform General Conditions.

13.2.2 Owner reserves the right to review the insurance requirements during the effective period of the Contract and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, or the claims history of the industry.

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

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

ARTICLE 14 MISCELLANEOUS

- 14.1 Assignment. The terms and conditions of this Agreement shall be binding upon the Parties, their partners, successors, permitted assigns, and legal representatives. This Agreement is a service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner to a component or affiliate of Owner or a branch or agency of the State of Texas.
- 14.2 Death or Incapacity. If Contractor transacts business as an individual, his death or incapacity shall automatically terminate this Agreement as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder; and Owner shall pay him or his estate the compensation payable under the Agreement for any services rendered prior to such termination. If Contractor is a firm comprised of more than one principal and any one of the members thereof dies or becomes incapacitated and the other members continue to render the services covered herein, Owner will make payments to those continuing as though there had been no such death or incapacity, and Owner will not be obliged to take any account of the person who died or became incapacitated or to make any payment to such person or his estate. This provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Contractor; and if death or incapacity befalls the last one of such group before this Agreement is fully performed, then the rights shall be as if there had been only one Contractor. In any event, notice of the death or incapacity of any principal shall be given to Owner by any surviving principal within a reasonable time.
- 14.3 Irreparable Injury. It is acknowledged and agreed that Contractor's services to Owner are unique, which gives a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if Owner is not in breach of this Agreement.
- 14.4 Certifications.
- 14.4.1 Pursuant to Texas Family Code, Section 231.006, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 14.4.2 Pursuant to Texas Government Code, Section 2155.004, Contractor certifies that the business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 14.4.3 If a corporate or limited liability company, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Texas Tax Code, Chapter 171, or that the corporation or limited liability company is exempt from the payment of

such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

- 14.4.4 Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
 - 14.4.5 Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
 - 14.4.6 Pursuant to Texas Government Code Sections 2252.201-2252.205, Contractor certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the Project is produced in the United States.
 - 14.4.7 To the extent required by Texas Government Code Chapter 2270, Contractor certifies that it does not currently boycott Israel and will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 14.4.8 By signature hereon, Contractor certifies that no member of the Board of Regents of the University of North Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.
- 14.5 Business Ethics. During the performance of Contractor's contract responsibilities, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest with Owner's best interests. Neither Contractor nor its employees, agents, representatives, or subcontractors will assist or cause Owner to violate Owner's Conflicts of Interest Policy or applicable state ethics laws or rules.
- 14.6 Illegal Dumping. Contractor shall ensure that it and all of its subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.
- 14.7 Asbestos Containing Materials.
- 14.7.1 Contractor shall provide a notarized certification to Owner that all equipment and materials used in fulfillment of its Contract responsibilities are non-Asbestos Containing Building Materials (ACBM) no later than Contractor's application for Final Payment as required by the Uniform General Conditions.
 - 14.7.2 All materials used in this Project shall be certified as non-ACBM. Contractor shall take whatever measures it deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with the following acts:
 - 14.7.2.1 Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763, Subpart E)
 - 14.7.2.2 National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, Subpart M, National Emission Standard for Asbestos)

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

- 14.8 Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be kept on a generally recognized accounting basis and shall be made available to Owner or its authorized representative during business hours for audit or other purposes as determined by Owner. Such records shall be maintained by Contractor and shall be available to Owner or his authorized representative for a period of at least five (5) years after the provision of Contractor's Services.
- 14.9 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:

Associate V.P. for Facilities
University of North Texas
1155 Union Circle #311040
Denton, Texas 76203-5017

If to Contractor:

**TJ's Professional Painting
& Construction LLC**
██████████
3315 Nokomis Rd
Lancaster, TX 75146

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

- 14.10 Independent Contractor. Contractor recognizes that it is engaged as an independent contractor and acknowledges that Owner will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.
- 14.11 Loss of Funding. Performance by Owner under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of North Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate the Agreement. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.
- 14.12 Confidentiality. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for Owner, which is not generally known to the public, shall be confidential and Contractor shall not, beginning on the date of first association or communication between Owner and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Contractor shall not make any press releases, public statements, or

advertisement referring to the Project or the engagement of Contractor as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Contractor shall obtain assurances similar to those contained in this subparagraph from persons, and subcontractors retained by Contractor. Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause Owner irreparable injury and damage. Contractor, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

- 14.13 Open Records. Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If required, Contractor shall make public information available to Owner in an electronic format. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 14.14 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and venue shall be as provided in Texas Education Code Section 105.151 for any legal proceeding pertaining to this Agreement.
- 14.15 Waivers. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- 14.16 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

SIGNATURE PAGE TO FOLLOW

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

OWNER:
UNIVERSITY OF NORTH TEXAS

By: _____
(signature)



Date: 3-31-2020

CONTRACTOR:

**TJ's Professional Painting
& Construction LLC**



Date: March 30, 2020

220 E. Ovilla Rd., Suite 22
Street/PO Box

Red Oak, TX 75154
City, State, ZIP

(214) 695-2473
Telephone



EXHIBIT A

JOB ORDER

This Job Order is governed by all the terms and conditions of the Job Order Contracting Agreement ("JOC"), which is incorporated herein for all purposes.

Contractor Name: TJ's Professional Painting & Construction LLC

JOC Number: RFP752-20-934DH

Effective Date of JOC: [Insert Effective Date Here]

Job Order Number: [Insert Job Order Number Here]

Job Order Date: [Insert Date Here]

Scope of Work: [Insert Brief Description or See Exhibit(s) attached hereto]

Value of Pre-priced Work: [Insert Amount Here]

Value of Non-prepriced Work: [Insert Amount Here]

Total Fixed Price of Job Order: [Insert Amount Here]

Notice to Proceed Date: [Insert Date Here]

Completion Date: [Insert Date Here]

Liquidated Damages: See Article 12.13 of UNT's 2019 UGC's

UNIVERSITY OF NORTH TEXAS

**TJ's Professional Painting
& Construction LLC**

By: _____

By: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]

Date: _____

Date: _____