

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR
THE UNIVERSITY OF TEXAS AT SAN ANTONIO CONSTRUCTION PROJECTS**

This Agreement is made as of _____, 20____ (the “**Effective Date**”), by and between

The Owner: THE UNIVERSITY OF TEXAS AT SAN ANTONIO

and Contractor: _____

for the Project: _____

Project Number: _____

RFP Number: _____

Contract Number: _____

UTUGC Version: 2013

Project Architect: _____

The Owner and the Contractor agree as follows:

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LIST OF EXHIBITS

The following Exhibits are incorporated into the Agreement as if set out verbatim.

- Ex.A 2013 Uniform General Conditions for The University of Texas System Building Construction Contracts (“UTUGCs”) located at <https://www.utsystem.edu/sites/default/files/documents/general-counsel-documents/2018/construction-contracts-and-solicitation-procurement-agreements/2013ugcsjune202018revisionbclean.docx>
- Ex.B Owner’s Special Conditions and Specifications located at <http://facilities.utsa.edu/wp-content/uploads/2018/05/Owners-Special-Conditions.pdf>; and
- Ex.C The Project requirements and related documents and Addenda contained in Owner’s Request for Proposal issued for the Project.

ARTICLE 1 SCOPE OF WORK

The Contractor has overall responsibility for and shall provide and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Owner's requirements and the terms of the Contract Documents as defined below.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The **2013** Uniform General Conditions for The University of Texas System Building Construction Contracts ("**UTUGC**"), located at <https://www.utsystem.edu/documents/docs/general-counsel-documents/2024/construction-contracts-and-solicitation-procurement-agreements>;
- c. Owner's Special Conditions located at <https://www.utsa.edu/bco/contracts/templates.html> under "Construction-Related Agreements";
- d. Owner's Specifications;
- e. All Addenda issued before the Effective Date of this Agreement;
- f. All Alternate Bid Proposals accepted by the Owner before the Effective Date of this Agreement;
- g. All Change Orders issued after the Effective Date of this Agreement;;
- h. The Project requirements, details, and related documents and Addenda contained in Owner's Request for Proposal ("**RFP**") issued for the Project;
- i. The Drawings and Specifications prepared by Project Architect as described in **Appendix 1**, attached and incorporated for all purposes;
- j. Any Change Orders issued in accordance with the UTUGCs and Article 11 and **Appendix 2**; and
- k. The HUB Subcontracting plan submitted by the Contractor in response to the RFP, which is attached and incorporated at **Appendix 3**.

2.2 The Contract Documents form the entire and integrated Contract between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral.

ARTICLE 3 THE CONTRACT SUM

3.1 The Owner shall pay the Contractor for performance of the Contract, including the Base Proposal and Alternate Proposal(s), the sum of _____ (**\$ _____**), and make payment on account as provided in the UTUGCs.

3.2 The following Alternate Proposals, fully described in the Specifications and Drawings, are included as a part of the contract sum: _____.

ARTICLE 4 TIME OF COMPLETION

The Owner shall issue a Notice to Proceed identifying the date for commencement of the Work. The commencement date shall be no more than ten (10) days after the date the notice is issued. The Contractor shall achieve substantial completion of the Work within _____ () calendar days after the commencement date, as such completion date may be extended by approved Change Orders. **THE TIME SET FORTH FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT.**

ARTICLE 5 LIQUIDATED DAMAGES

For each consecutive calendar day after the expiration of the substantial completion period set forth in Article 4 that any incomplete Work prevents or impairs the Owner’s ability to operate and use the Project for its intended purposes, including the correction of deficiencies found during the final testing and inspection, the amount of _____ (\$) will be deducted from the money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of executing this Agreement of the damages that the Owner will sustain for late completion.

ARTICLE 6 HUB SUBCONTRACTING PLAN

Contractor, as a provision of the Agreement must comply and adhere to the HUB Subcontracting Plan submitted by Contractor in response to the RFP, which is attached and incorporated as **Appendix 3**. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner.

ARTICLE 7 SAFETY

7.1 In accordance with the UTUGCs, Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable federal, state and local laws and regulations and with the requirements of Owner’s project safety specification.

7.2 Contractor shall provide recommendations and information to Owner and Project Architect regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence or creation of any Owner controlled insurance program in connection with the Work shall not lessen or reduce the Contractor’s safety responsibilities.

ARTICLE 8 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

8.1 The Contractor shall be responsible for ensuring that no asbestos containing materials or work is included within the scope of the Work. The Contractor shall take whatever measures it deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement.

8.2 The Contractor shall ensure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

8.3 At Substantial Completion and Final Completion the Contractor shall provide a certification letter certifying that the Work does not contain asbestos as required by the UTUGCs.

ARTICLE 9 PRE-EXISTING CONDITIONS

The Contractor acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its Proposal to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

ARTICLE 10 BONDS AND INSURANCE

10.1 The Contractor shall provide performance and payment bonds on forms prescribed by Owner and in accordance with the requirements set forth in the UTUGCs. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

10.2 The Contractor shall not commence work under the Agreement until it has obtained all insurance coverage as required by the UTUGCs and until evidence of the required insurance has been reviewed and approved by the Owner. Owner's review of the insurance shall not relieve nor decrease the liability of the Contractor.

ARTICLE 11 CHANGE ORDERS

11.1 If a Change Order to this Agreement is required as described under the UTUGCs, then Owner and Contractor will execute a Change Order ("**Change Order**") to the Agreement, which will be in a form substantially similar to Appendix 2. No adjustment to the Contract Sum or Contract Time will be made without an executed Change Order. Upon full execution of a Change Order, the Change Order shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 12 CONTRACTOR'S SPECIAL WARRANTIES AND RESPONSIBILITIES

12.1 Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide construction services. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

12.2 Contractor represents and agrees that it will perform its services in accordance with the usual and customary standards of Contractor's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project. Contractor agrees to bear the full cost of correcting Contractor's negligent or improper work and services, those of its consultants, and any harm caused by the negligent or improper work or services.

12.3 Contractor's duties shall not be diminished by any approval by Owner nor shall the Contractor be released from any liability by any approval by Owner, it being understood that the Owner is ultimately relying upon the Contractor's skill and knowledge in performing the services required by this Agreement.

12.4 Contractor represents and agrees that all persons connected with the Contractor directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if registration is required.

12.5 Contractor represents and agrees to advise Owner of anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the Owner or any other party) that is, in its opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished.

12.6 The Contractor represents and agrees to perform its services under this Agreement in an expeditious and economical manner consistent with good business practices and the interests of Owner.

12.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Agreement.

12.8 Contractor represents and agrees that the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and to bind Contractor to its terms.

12.9 Contractor shall designate a representative authorized to act on Contractor's behalf with respect to the Project.

12.10 Contractor shall establish and maintain a numbering and tracking system for all Project records including, but not limited to, changes, requests for information, submittals, and supplementary instructions and shall provide updated records to the Owner when requested.

12.11 Except for the obligation of Owner to pay Contractor certain fees, costs, and expenses pursuant to the terms of this Agreement, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, employee, or regent of Owner, The University of Texas System, or of the components comprising The University of Texas System, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 13 INDEMNITY

13.1 SEE ARTICLE 3 OF THE UNIFORM GENERAL CONDITIONS FOR UNIVERSITY OF TEXAS SYSTEM BUILDING CONSTRUCTION CONTRACTS FOR CONTRACTOR'S GENERAL INDEMNIFICATION OBLIGATIONS.

ARTICLE 14 PARTY REPRESENTATIVES

14.1 The Owner's Designated Representative authorized to act in the Owner's behalf with respect to the Project is Owner's Assistant V.P. for Facilities Engineering & Project Management or his/her designees.

14.2 The Contractor's designated representative authorized to act on the Contractor's behalf and bind the Contractor with respect to the Project is:

14.3 The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

ARTICLE 15 NOTICES

Notices of claims or disputes or other legal notices required by this Agreement shall be sent to the following persons at the indicated locations.

If to Owner: The University of Texas at San Antonio
One UTSA Circle
San Antonio Texas 78249
Attn: Sr. Assoc. V.P. of Real Estate and Planning
corrina.green@utsa.edu

With Copies to: The University of Texas at San Antonio
One UTSA Circle
San Antonio Texas 78249
Attn: Office of the Exec. Vice President for Business Affairs
vpbaoffice@utsa.edu

If to Contractor: [Name]
[Company Name]
[Street Address]
[City, State, Zip]
[Email.]

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Assignment. This Agreement is a personal 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 without the written consent of the Owner.

16.2 Financial Expense Records. Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate 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 the Owner or the Owner's authorized representative on reasonable notice.

16.3 Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, 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.

16.4 Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, 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.

16.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, 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.

16.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

16.7 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

16.8 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Travis County, Texas or the county where the Project is located shall be the sole places of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

16.9 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

16.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

16.11 Appointment. 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.

16.12 Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

16.13 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

16.14 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.

16.15 Illegal Dumping. The 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.

16.16 No Conflict of Interest. By signature hereon, Contractor certifies that no member of the Board of Regents of The University of Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

16.17 University Rules. Contractor shall perform the Services and conduct all its operations on Owner's premises in conformity with all applicable University Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, "**University Rules**" means (i) the *Rules and Regulations* of the Board of Regents of The University of Texas System (found at <https://www.utsystem.edu/board-of-regents/rules>); (ii) the policies of The University of Texas System (found at [Policy Library | University of Texas System \(utsystem.edu\)](http://www.utsystem.edu/policy-library)); (iii) the institutional rules and regulations and policies of University (which may be found at <https://www.utsa.edu/hop/>); and Owner's *Standards of Conduct Training*, which is located at <http://www.utsa.edu/Compliance/>. Without limiting the foregoing, Contractor shall comply, and cause its employees, representatives, agents, and subcontractors to comply, with Owner's rules and policies related to personal health, security, environmental quality, safety, fire prevention, noise, smoking, parking and access restrictions.

16.18 Ethics Matters; Contractor and its employees, agents, representatives, and subcontractors have read and understand Owner's Conflicts of Interest Policy available at <https://www.utsa.edu/hop/chapter1/1-33.html>, Owner's Standards of Conduct Training available at <http://www.utsa.edu/Compliance/>, and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors shall assist or cause Owner employees to violate Owner's Conflicts of Interest Policy, provisions described by Owner's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board of Regents of The University of Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

16.19 Disclosure of Interested Parties. By signature hereon, Contractor certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Contractor.

16.20 Contractor Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) 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.

16.21 Contractor Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*], Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

16.22 Domestic Iron and Steel Certification. Pursuant to Sections 2252.201-2252.205 of the *Texas Government Code*, 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.

16.23 Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations. Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 19, 87th Texas Legislature, Regular Session \(2021\)](#)), Contractor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

16.24 Contractor Verification Regarding Boycotting Energy Companies. Pursuant to Chapter 2274, *Texas Government Code* (enacted by [SB 13, 87th Texas Legislature, Regular Session \(2021\)](#)), Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

16.25 Contractor Certification Regarding COVID-19 Vaccination. Pursuant to Section 161.0085, *Texas Health and Safety Code* (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#)), Contractor certifies that it does not require a customer in the state of Texas to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor's business in the state of Texas. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

16.26 Certification Required by Texas Governor Executive Order GA-48. Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), Tenant certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (“*NDAA*”);
- b. Listed in Section 1260H of the 2021 *NDAA*;
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

SIGNATURES ON FOLLOWING PAGE

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

OWNER:

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Attach:

APPENDIX 1 – Drawings and Specifications

APPENDIX 2 – Change Order to Agreement

APPENDIX 3 – HUB Subcontracting Plan

APPENDIX 1
PROJECT ARCHITECT DRAWINGS AND SPECIFICATIONS

SPECIFICATIONS:

DRAWINGS:

APPENDIX 2
CHANGE ORDER TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Change Order Number [REDACTED] (“Change Order”) is made as of [REDACTED], 20[REDACTED] (“Change Effective Date”) by and between:

the **Owner:** The University of Texas at San Antonio

and **Contractor:** _____

for that certain
Agreement: entered into between Owner and Contractor related to the Project entitled [REDACTED] under Owner’s Project Number PP-[REDACTED].

Owner and Contractor desire to modify the Agreement as more particularly set for below

1. Modifications

1.1 **The Scope of Work** will be modified as stated below.

EXAMPLE ONLY: Add the following Work:
Contractor will repair and prepare and apply elastomeric coating to the roof of Owner’s Power and Dynamics Science Laboratory (PDSL) in accordance with the same specifications and requirements utilized for the Work performed for Owner’s Science and Engineering Lab as described in the Job Order.

1.2 **The Contract Sum** will be modified as follows:

EXAMPLE ONLY: The current Contract Sum will be increased by \$ [REDACTED], which will modify the Contract Sum to equal \$ [REDACTED].

1.3 **The Time for Completion** will be modified as follows:
[REDACTED]

2. Terms. This Change Order will be governed by the terms and conditions of the Agreement. All terms and conditions of the Agreement are incorporated into this Change Order.

3. Defined Terms; Validity. Except as provided in this Change Order, all terms used in this Change Order that are not otherwise defined will have the respective meanings ascribed to such terms in the Agreement. Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the Agreement remain in full force and effect.

4. **Governing Law.** This Change Order will be construed and governed by the laws of the state of Texas.

Owner and Contractor have executed and delivered this Change Order as of the Change Effective Date.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

OWNER

The University of Texas at San Antonio

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX 3
HUB SUBCONTRACTING PLAN