

UNIVERSITY OF HOUSTON
Office of Facilities and Planning

OWNER – CONTRACTOR AGREEMENT

Contract No. _____

Account No. _____

Project No.____

THIS AGREEMENT, made this _____ day of _____, 20____ by _____ and between the Board of Regents of the UNIVERSITY OF HOUSTON SYSTEM (hereinafter "UNIVERSITY"), an agency of the State of Texas pursuant to Chapter 111, Texas Education Code, and

(hereinafter "CONTRACTOR")

WITNESSETH: That for and in consideration of the mutual covenants and promises contained herein, the CONTRACTOR hereby agrees with the UNIVERSITY to commence and complete the construction described as follows:

hereinafter called the project, for the UNIT PRICES as set forth in CONTRACTOR’S BID PROPOSAL FORM, hereinafter included as EXHIBIT A, under the terms and conditions as stated in the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Uniform General Conditions with Supplemental General Conditions and Special Conditions of the Contract, the specifications and contract documents therefore as prepared by _____, herein entitled the Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the Contract, including:

ALTERNATES: _____

ADDENDA: _____

The CONTRACTOR hereby agrees to commence work under this contract on, or before, a date to be

specified in a written "Notice to Proceed" of the UNIVERSITY, incorporated herein by reference, and to fully complete the project by _____ or such earlier date as may be mutually agreed by the UNIVERSITY and the CONTRACTOR.

Certificate of insurance coverage, meeting the requirements indicated on the form attached and in accordance with the Uniform General and Supplemental General Conditions of this agreement, must accompany this Contract when returned for final execution.

CONTRACTOR (or "Seller" or other designation of contracting party) certifies that, upon the effective date of this agreement, either (1) it is not delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of such taxes. CONTRACTOR (or other designation of contracting party) agrees that any false statement with respect to franchise tax status shall be a material breach hereof, and the UNIVERSITY shall be entitled to terminate this agreement upon written notice thereof to CONTRACTOR (or other designation).

The CONTRACTOR agrees to execute the attached affidavit regarding Child Support Certification.

The UNIVERSITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the Uniform General Conditions and Supplemental General Conditions of the Contract, and to make payments on account thereof as provided in Article VII of the Uniform General Conditions with Supplemental General Conditions.

UNIVERSITY OF HOUSTON SYSTEM

By: _____
[Name of Appropriate Contracting Officials]
[Title]

ATTEST:
(Affix Seal if Corporation)

Secretary

Attest

NOTE: If CONTRACTOR is a corporation,
Secretary should attest.

CONTRACTOR

Name of CONTRACTOR

Address

By: _____
Authorized Official

Title

Federal Tax Identification Number
(either/or)

Individual's Social Security Number

Attachments: "Child Support Certification"
Certificate of Insurance

NOTE: When invoicing, please refer to Contract No. _____ and Account No. _____.

OGC Form No. S-99-8
Approved for use as a Standard Agreement by
the University of Houston System Office of General Counsel on 2/9/99.
Note: Modification of this Form requires approval of OGC.

ATTACHMENT "A"

Pursuant to guidelines for application of the amendment to Section 151.311, STATE TAXATION TITLE 2 issued by the Comptroller of Public Accounts, August 15, 1991, whereas materials incorporated into realty under separated contracts for new construction or residential job may be purchased tax free. The following separately states the agreed contract price for materials incorporated into the realty from the agreed contract price for skill and labor.

The lump sum contract amount shall be separated as follows:

- Materials incorporated into realty	\$
- Services	\$
- Total Lump Sum Contract Amount	\$

Seal

By CONTRACTOR

(Secretary)

(Attest)

Date

POWER OF ATTORNEY

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared the affiant and after having been duly sworn, did depose and state that: My name is _____, and I am

(state position held in the firm)

in the firm of _____,
(state firm name and address)

and I have the authority to execute contracts in behalf of the aforesaid firm, and have the authority to execute this contract pursuant to its terms and conditions.

(Signature)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

State of _____

**AFFIDAVIT
CHILD SUPPORT CERTIFICATION**

**TEXAS FAMILY CODE, SECTION 231
INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS, OR RECEIVE PAYMENT ON
STATE CONTRACTS**

“A child support obligor who is more than 30 days delinquent in paying child support, and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an owner interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services; or receive a state - funded grant or loan until:

1. All arrears have been paid; or
2. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.

I, the undersigned, hereby certify that I am in compliance with the Texas Family Code, Section 231.006.

<i>Applicable Signatures</i>	<i>% Owned</i>	<i>Social Security Number</i>	<i>Date</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EXHIBIT "B"

**UNIVERSITY OF HOUSTON
OFFICE OF FACILITIES
PROJECT JOB ORDER**

This Project Job Order is subject to all terms and conditions of the CONTRACT and the *Uniform General Conditions for State of Texas Building Construction Contracts with Supplementary General Conditions for the University of Houston. Authorized Project Job Orders become a part of the CONTRACT upon execution by the UNIVERSITY.*

DATE: _____ ACCOUNT NO. _____

CONTRACT NUMBER _____ PROJECT JOB ORDER _____

TO: _____

REFERENCE: _____ DATED: _____

SCOPE OF WORK FOR PROJECT JOB ORDER:

PROJECT JOB ORDER –page 2

Total Contract Price including prior project job orders: \$ _____

Value of Project Job Order No. _____ \$ _____
Per attached Project Job Order Proposal

Revise Contract Price including this Project Job Order \$ _____

AUTHORIZED AND ACCEPTED:

By: _____
[Name of Appropriate Contracting Official]¹
[Title]

CONTRACTOR

By: _____
[Name]
[Title]

By: _____
[Name of Appropriate Contracting Official]
[Title]

By: _____
[Name of Appropriate Contracting Official]
[Title]

¹ Please consult University of Houston System Board of Regents Policy No. 47.01, System Administrative Memorandum 01.B.05 and specific Chancellor delegation(s) to determine the appropriate official(s) with authority to bind the University of Houston System.