**THE TEXAS A&M UNIVERSITY SYSTEM**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**THIS AGREEMENT** is made this \_ day of\_ \_\_, 20 between \_ \_ , hereinafter called the “Contractor,” and Texas A&M University-Kingsville, a member of The Texas A&M University System, an agency of the State of Texas, hereinafter called the “Owner.” Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Owner’s current Uniform General and Supplementary Conditions (the “UGSC”).

**WITNESSETH**, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I**

**SCOPE OF WORK**

The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents entitled: (project name, project number, bid number and date)

Prepared by: (architect/engineer)

**ARTICLE II**

**TIME OF COMPLETION**

The Contractor shall begin Work on the date indicated in the Notice to Proceed issued by the Owner. The Work to be performed under the Contract shall be substantially completed in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_)consecutive calendar days, plus any extended days approved by the Owner’s Designated Representative (“ODR” herein), in accordance with the UGSC, and shall be fully and finally completed within thirty (30) days thereafter. For each consecutive calendar day after the date of Substantial Completion, plus any extensions of time granted by Change Order, that the Work is not substantially completed, Contractor shall pay to Owner liquidated damages in accordance with the UGSC.

**ARTICLE III**

**THE CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the sum of (in words)

($ (in numerals) )

**Contract Award Amount**

**(Award details, for example Base Bid, Add Alternate No. 1)**

**ARTICLE IV**

**PROGRESS PAYMENTS**

The Owner shall make periodic payments as approved by the ODR in accordance with the UGSC.

**ARTICLE V**

**ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be made after final acceptance of the Work, provided the Work is fully completed and the Contract fully performed as provided in the UGSC.

**ARTICLE VI**

**LIENS**

No mechanic, contractor, subcontractor, supplier or other person can or will contract for or in any manner have or acquire any lien upon the buildings or works covered by the Contract, or the land upon which the same is situated.

**ARTICLE VII**

**THE CONTRACT DOCUMENTS**

The UGSC, the Special Conditions, the Specifications, the Drawings, the Addenda issued prior to this Agreement, the Change Orders issued after this Agreement, the Historically Underutilized Business (HUB) Subcontracting Plan, this Agreement, and, to the extent not inconsistent with the foregoing documents, the Contractor’s Technical Proposal (including any unit prices stated therein), form the Contract Documents. This Agreement supersedes all prior agreements, written or oral, between the Contractor and the 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 authorized representatives of the Owner and the Contractor.

**ARTICLE VIII**

The venue for any suit arising from the Contract will be in a court of competent jurisdiction in Kleberg County, Texas.

**ARTICLE IX**

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas* *Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

**ARTICLE X**

Conflict of Interest.By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

**ARTICLE XI**

Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**ARTICLE XII**

**Access to Agency Data**

As of September 1, 2021, all A&M System members must require any vendor that is authorized to access, transmit, use, or store data for the A&M member to meet the security controls the A&M member determines are appropriate. The vendor must also periodically provide the A&M member with evidence that the vendor meets the security controls required in the contract. A&M System members should consult with their IT/security teams to determine the appropriate security controls for each applicable vendor and also include the below provision in the vendor contract:

Pursuant to Section 2054.138, *Texas Government Code*, [CONTRACTING PARTY] shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, [the security controls attached hereto as Exhibit \_\_\_\_, as may be amended from time to time] [the security controls available at \_\_\_\_\_\_\_\_\_, as may be amended from time to time] (the “Security Controls”), to safeguard and preserve the confidentiality, integrity, and availability of [MEMBER’s] data. [CONTRACTING PARTY] shall periodically provide [MEMBER] with evidence of its compliance with the Security Controls within thirty (30) days of [MEMBER’s] request.

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

|  |  |
| --- | --- |
| **TEXAS A&M UNIVERSITY-KINGSVILLE** | **CONTRACTOR** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name: Jacob Flournoy\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Title: Vice President of Finance and Chief Financial Officer  Or  Rachel Buentello  Title: Executive Director of Procurement Services and HUB Coordinator | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  | Mailing Address: |
| Recommend Approval: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Rachel Buentello  Title: Executive Director of Procurement Services and HUB Coordinator |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Christopher Vera  Title: Executive Director of Facilities Planning and Construction | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Mailing Address: | Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 700 University Blvd |  |
| MSC 212 |  |
| Kingsville, TX 78363 |  |
|  |  |
| Physical Address: |  |
| 955 University Blvd |  |
| Room 121 College Hall |  |
| Kingsville, TX 78363 |  |