



JOB ORDER

CONTRACT

JOB ORDER CONTRACT - *GUIDELINES & PROCEDURES*

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**University of Houston System
Plant Operations
4211 Elgin Street, Suite 200
Houston, TX 77204**

JOB ORDER CONTRACT – *GUIDELINES & PROCEDURES*

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POLICY

Issued:

PURPOSE

This guide is to describe the procedures to be utilized in the administration of the Job Order Contract (JOC), which are pre-priced contracts designed to provide the University of Houston with a flexible and responsive contractual capability in supporting its real property maintenance and renovation mission.

PROGRAM DESCRIPTIONS

The University has contracted with five (5) general contractors and two (2) specialty contractors (asbestos removal and flooring) to pre-qualify them to perform minor construction, repair, rehabilitation, or alteration of a facility based on pre-described and pre-priced tasks as requested by the University for a specified period of time. The JOC program will meet the requirements of Texas Education Code 51.784. The procurement process for a JOC contractor is a request for proposal (RFP) process where the University identifies the types of work for which it is requesting services and the offertory submit either bids on the types of work or, more often, coefficients or multipliers to be applied to a referenced price for work found in a construction unit price guide such as *R.S. Means*.

PROGRAM LIMITS

The University's JOC method for project delivery is limited to a direct cost of not to exceed \$100,000 per job order. In other words, if a Project Manager (PM) knows that the value of the construction scope will exceed this limit, other approved contracting methods must be used, and the JOC is not to be considered as the contracting method. In addition, it is not acceptable to split a project into more than one JOC in order to stay under the maximum amount.

University's JOC program utilizes a group of pre-qualified General Contractors (GCs). These GCs have been selected for a multi-year term to ensure that University receives a quality product, in accordance with our design standards, and our operational and safety standards.

The JOC program is based on *R. S. Means, "Facilities Construction Cost Data", 2011, latest Edition* (or most recent version), referred to as the Unit Price Guide. The intent of this program is to develop the construction contract price from the Unit Price Guide using the University's design specifications. The University price requests for JOC projects shall include comprehensive construction project drawings and specifications.

If the contractor believes that the RSMeans pricing does not provide the best value for the university they may provide alternative pricing for consideration during the bid/specification process and show a cost comparison (cost/benefit) option to the university for consideration. It is expected that the chosen

contractors will always provide the best value option for the university on all projects for which they are contracted.

A Bid Security Deposit is not required by the Contractor to bid or execute the terms related to job order contracting at the University. A Payment Bond is required when total project cost exceeds \$25,000 and a Performance Bond is required when total project cost exceeds \$100,000. In the course of executing the contract, the Contractor agrees to abide by the terms of the Contract as stated in the University's General and Supplementary Conditions, Special Conditions, and other related documents in effect at the time of award of the contract.

A job order (JO) is the contractual instrument issued by the Plant Operations or its designated representative to the Contractor. The JO will be, in part, the Contractor's job proposal, submitted to the University for review and approval, itemizing tasks and quantities of labor, materials, and equipment to do the work. The JO is issued and approved upon agreement between the University and the Contractor on the scope of work, performance time, and the price for that work.

The approved JO becomes the Contractor's notice to proceed, subject to receipt of payment/performance bonds and certificates of insurance and is an extension of the original executed contract.

PROGRAM OBJECTIVE

The intent and purpose of the *Request for Proposal (RFP)* is to establish a term contract to provide General Construction services for the University of Houston, hereinafter referred to as UH, an agency of the State of Texas.

The work described herein is for an annual contract for general construction. Unless otherwise noted, it is the intent of this contract to call for the furnishing of labor, tools, materials, equipment and transportation to perform general construction and/or renovation work at this institution. A UH Project Manager / Coordinator is normally assigned to each project during all phases of a project, including construction.

Some facilities contain laboratories. Most of the asbestos has been removed. However, should asbestos be suspected, or discovered in any area, UH will facilitate any abatement in coordination with the safety department in this institution. This work may be architectural, electrical, mechanical and/or plumbing in nature.

The architectural scope shall consist of, but not be limited to, demolition and construction of building exteriors and interiors and may include suspended ceilings, gypsum and masonry walls, metal frames and solid core doors, and resilient flooring. The electrical shall consist of, but not be limited to, demolition and construction of building electrical systems and may include service and distribution, general lighting, communications, controls and instrumentation, and other systems for work performed under 600 volts. The mechanical shall consist of, but not be limited to, demolition and construction of building mechanical systems, and may include rough and finish plumbing in cold and hot water, chilled water, and steam drain piping, the construction and extension of ducts in supply, return and heating ventilation and air

conditioning systems (HVAC), the installation of fan coil units or DX type air conditioning systems, and hot water and steam generators.

No guaranteed minimum contract value shall exist for any option period during the term of years, provided the University has been reasonably satisfied with the contractor's performance to date. Notwithstanding the foregoing, the University shall not be or feel obligated to issue JO's, the value of which total the minimum value, if (1) the contractor is in default or breach under the proposed contract, (2) the Texas Legislature fails to appropriate or allot the necessary funds for the project, (3) the Board of Regents of the University of Houston System fails to allocate the necessary funds, (4) the University is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of the University, regardless of whether such cause was reasonably anticipated, or (5) if contractor fails, declines, or is unable to perform any of the work described by any JO or Statement of Work proposed to/by the University during the term of the proposed contract.

1. Non-Pre-Priced Work

Non-pre-priced works includes:

- a. Tasks that are not specifically included in the unit price, but are within the basic intent and general scope of the contract.
- b. Tasks which are included in the unit price, but require adjustment because of unusual site conditions which differ materially from those ordinarily encountered and generally inherent in the character of the work.

2. JOC Technical Contract Specifications Development

Facilities Management office will develop specifications and plans necessary for the procurement and implementation of the JOC. The intent of the specifications is to furnish concise institutional and/or industrial standards for maintenance, repair, and construction of University facilities. In the instance where the unit price offers minimum/maximum costs associated with a particular task, or if the task is not listed in the unit price book, the Contractor will submit a ***not-to-exceed*** time and materials proposal for the specific task to Plant Operations for approval.

3. Materials

- a. If materials specified by Facilities Management for a specific task exceeds the unit material bare cost in the unit price book, the Contractor may increase and adjust the bare cost as needed. In these instances, copies of ***at least two (2)*** competitive materials vendor quotations must be submitted to the University to substantiate material costs in excess of the unit price.
- b. If the JO task is not defined in the unit price book, material costs will be reimbursed to the Contractor, based on the actual cost of materials to the Contractor from its usual sources of supply with all usual trade practice discounts deducted. All cash discounts shall be deducted in

determining material costs. The Contractor shall provide equipment and material as specified by the University from sources at the least cost to the University. Competitive quotations shall be secured wherever feasible, and in all instances, when requested by the University. Contractor will be required to provide copies of invoices and proof of payment when requested by the University. Contractor is responsible for receiving and securing materials, including unloading of delivery trucks, checking deliveries, and transportation to the work area. University employees are not responsible for this.

- c. University reserves the right to purchase material or job-required merchandise. Materials not used on the job shall be returned to the University's stock for credit to job. The University will be required to deliver such materials to the job site or compensate the Contractor for providing labor to deliver University-furnished materials to the job site.

4. Equipment

Equipment costs can be included in the JO only if a unit cost for equipment is listed for the specific task in the unit price book, and actually on the job. The Contractor shall furnish as part of its overhead cost, included in the coefficient, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, portable scaffolding, shop tools, hand tools, shop equipment, and fabricating items customary to the trade, etc., and all other movable equipment necessary to complete the work performed under this contract. The furnishing of tools shall include all maintenance, fuel, loss and breakage. Any equipment reimbursements must be approved by the University prior to its use.

5. Labor

- a. Labor costs will be reimbursed to the Contractor at the unit price rate multiplied by the Contractor negotiated coefficient(s). The University will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional letter of acknowledgement on a particular project or as agreed to in the submitted JO by the Contractor, or as required in the scope of work issued by the University.
- b. If a task is not properly identified in the unit price book, then the Contractor will be reimbursed for only laborers and journeymen at their respective hourly labor rates (inclusive of salary only), multiplied by the negotiated coefficient. Taxes, insurance, fringe benefits, and vacation allowances are to be included in the Contractor's coefficient.
- c. As per the University's General Conditions, a worker with overall project supervisory authority is to be present on the job site at all times.
- d. Supervisory costs are to be part of Contractor's negotiated coefficient and will not be reimbursed as a separate labor cost.

- e. Travel time or costs associated with transportation between an employee's residence and job site are not reimbursable. Out of state travel of any kind will not be reimbursed or allowed in the cost model.
- f. The Contractor shall perform the work under this Contract on the job site in association with University employees, other University Contractors, and/or Subcontractors, whether union or non-union and shall complete the work assigned in the time required. If off-site time and materials work is required, such as site fabrication, the University shall be so notified at the time of the issuance of the JO by the Contractor. The University reserves the right to inspect such off-site work at any time.
- g. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available sufficient storage space for materials and equipment if its local office is not located within 50 miles of the University.
- h. The response time of the Contractor (or Contractor's representative with equal authority) to the University, Monday through Friday, 8:00 AM to 5:00 PM shall not exceed 4 hours.

6. Subcontracts

- a. When it is necessary for the Contractor to use the services of a Subcontractor, the Contractor shall be reimbursed for Subcontractor costs plus the negotiated coefficient. Proposals to the Contractor under both the unit price and time and material methods shall be comprised of a ***"Not to Exceed"*** time and material nature. Copies of the subcontractor proposals are to be a part of the Job Order submittal, and shall be included as backup. At the completion of the project, any savings associated with the Subcontract are to be passed along to the University by way of a change order.
- b. The Contractor shall, as soon as practicable, and before the execution of the contract, notify Plant Operations in writing of the names of Subcontractors proposed for the principal parts of the work and that of other Subcontractors, as Plant Operations may direct. The Contractor shall not employ any Subcontractors that the Plant Operations may object to as being incompetent, unfit, irresponsible or unsafe.
- c. The Contractor agrees that it is fully responsible to the University for the acts and omissions of the Subcontractor(s) and any person(s) directly employed by them (Subcontractor), as he/she is for the acts and omissions of persons directly employed by them (Contractor).
- d. Nothing contained in the JOC or contract documents shall create any contractual relation and/or obligation between any Subcontractor and the University, and nothing in the contract documents is intended to make the subcontractor a beneficiary of the contract between the University and the Contractor.
- e. The Contractor agrees to bind every Subcontractor, and will see that every Subcontractor agrees to be bound by the terms of the JOC and related contract documents, and each of these as far as is applicable to their work, unless specifically noted to the contrary in a subcontract, approved in writing, as adequate by Facility Management.

7. Execution Procedures

A. Facilities Management Work Coordination

- (1) Customer submits request for maintenance, construction, or facility modification by completing a “Plant Ops. – Customer Request Form” and submitting it through the Plant Ops. – Customer Service Center.
- (2) Facilities Management will then perform the following actions once the Customer Request Form is received:
 - a. Request is assessed for validity and duplication.
 - b. Priority is established, a gross scope and cost estimate range is obtained.
 - c. The funding source is identified and funds available for the requested work are verified.
 - d. Preliminary plans and specifications are generated and sent to customer for approval.
 - e. Plans and specifications are finalized.

B. Initial Review of Proposed Project with Contractor

- (1) Facilities Management contacts the Contractor. The primary Contractor or primary Contractor’s representative shall respond within two (2) calendar days by meeting with the Plant Operations (and possibly the customer) to conduct a scope validation site visit and conference. During this meeting, the following issues will be discussed and established:
 - a. Project number and title
 - b. Site investigation
 - c. Methods and alternatives for accomplishing work
 - d. Definition and refinement of requirements
 - e. Detailed scope of work
- (2) If the primary Contractor is unable to respond to the initial contact by Facilities Maintenance within the given amount of time, the University reserves the right to contact an alternate contractor for a proposal on the project at hand.

C. Facilities Management / Contractor JOC Activities

- (1) Facilities Management formally requests the Contractor to make a proposal by listing the project title and JO number, acknowledging the scope of work, and any special instructions or conditions that may exist, as per plans and specifications.
- (2) The Contractor is responsible for preparing a detailed proposal by identifying tasks, refining quantities, pricing non-pre-priced tasks, developing performance times and preparing a proposal document. The Contractor furnishes this proposal to Plant Operations within five (5) calendar days from the date of the initial site visit.

- (3) Facilities Management reviews the Contractor's proposal for completeness, tasks and pricing data. Plant Operations reviews the Contractor's proposed performance time. The reasonableness of the Contractor's price proposal is authenticated by comparing it with Plant Operations estimate or benchmarks.
- (4) After a review of the proposal, Management will either approve the proposal or will set up and conduct a proposal review meeting with the Contractor and negotiate any variations involving price, time, quantities, or scope.
- (5) If the Contractor's proposal is not acceptable:
 - a. The proposal may be returned to the Contractor for additional development, or;
 - b. Facilities Management forwards the JO negotiated price to the Plant Operations authority for determining if the project should be canceled, delayed, accomplished by other means, or reassessed.
- (6) Upon validation that the project should be accomplished, the project package will be compiled by Facilities Management and a Job Order (JO) issued to the contractor. The project package is to include the following:
 - a. Any customer/Physical Plant work request, correspondence, including estimates, plans and specs, General and Supplementary Conditions including funding identification.
 - b. Contractor proposal
 - c. Record of negotiation
 - d. University / Contractor Contract (JO), Certificate(s) for Payment, Supplemental JO(s) Addendum / Addenda.
 - e. Various forms completed by the Contractor per General and Supplementary Conditions.
- (7) Once the JO is approved and issued, the Contractor will begin work as per date ranges. As specified in the JO, Facilities Management will perform the contract administration associated with the JO until work completion, including the final inspection and acceptance, and closeout.
- (8) Upon acceptance and certification of work completion by Facilities Management, all required delivery order data will be filed in the project file.
- (9) At the time of project completion, the Contractor will submit a Certificate for Payment to be approved by Facilities Management authority. Facilities Management may hold a retainage for completion of any punch list(s) for the estimated cost to complete the punch list and /or release of liens.

8. Modification to Job Orders

- a. If differing site conditions are encountered during execution of the JO, or there is a desired change to quantity or quality of work, then the JO must be modified.

- b. For the purpose of issuing modifications to a JO, four (4) typical circumstances may occur:
 - (1) Differing site condition (unforeseen conditions)
 - (2) Increased scope of work (requested/approved by client)
 - (3) Decreased scope of work (requested/approved by client)
 - (4) Time / schedule adjustments
- c. All modifications must include a detailed explanation of the circumstances that caused the modification to exist.

9. Reporting Requirements and Payments

- a. Plant Operations will be responsible for administering all JO's under the Contract with Finance, Internal Audit, and Contracts Administration providing guidance as requested.
- b. Application and Certification of Payment shall be submitted by the Contractor using properly executed forms provided by the University, this includes reporting requirements for Historically Underutilized Business utilization reports (HUBs).
- c. Upon receipt of invoices and approval of work thus far completed, the University will make payment to Contractor for work completed and materials purchased for the project.
- d. Final payment shall be made to the contractor promptly after final completion of work and acceptance by the University.
- e. The University reserves the right to deduct from the contract sum an equitable amount for any damaged or uncorrected work until such time as the work is deemed to be satisfactory by Plant Operations.
- f. The University may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the University from loss on account of:
 - (1) Legal claims filed against the Contractor or reasonable evidence indicating probable filing of claims;
 - (2) Failure of the Contractor to make payments properly to the Subcontractor or supplier for material or labor;
 - (3) A reasonable doubt that the Contract can be completed for the unpaid JO balance;
 - (4) Damage to another Contractor.
- g. When the above conditions are removed, payment shall be made for the amount withheld.
- h. With each Application for Payment, the Contractor is to attach the following information:

- (1) Defective work not remedied.
- (2) Legal claims filed against the Contractor or reasonable evidence indicating probable filing of claims;
- (3) Failure of the Contractor to make payments properly to the Subcontractor or supplier for material or labor;
- (4) A reasonable doubt that the Contract can be completed for the unpaid JO balance, or
- (5) Damage to another Contractor.

i. Facilities Management will be responsible for maintaining the following JOC data:

- (1) List of job orders, with description and dollar amount, issued for the month.
- (2) List of job orders, with description and dollar amount, completed for the month.
- (3) Status of all incomplete job orders.
- (4) Statement of total number and dollar amount of job orders issued for each Contractor.
- (5) List of job order modifications issued during the month.

10. University's Proposal Rejection Right

- a. The University reserves the right to reject any proposal if the evidence submitted by a proposer, or if an investigation of such proposer fails to satisfactorily convince the University that such proposer is properly qualified by experience and/or facilities to carry out the obligations of the contract and satisfactorily complete the work contemplated therein.
- b. Conditional proposals will not be accepted.
- c. The University further reserves the right to reject any or all proposals if it is deemed not to be in the best interest of the University with no recourse by any proposer.

11. Proposal Form

Proposals shall be submitted using the forms furnished by the University with R.S. Means backup spreadsheet produced by R.S. Means software. No other form will be accepted or considered.

12. Delivery of Proposals

- a. Proposers that use the U.S. Mail or other method of delivery for delivering their proposals do so at the risk of non-delivery to the specified location by the proposal opening due date and time.
- b. Proposals must be submitted at the specified location, and by the specified time set for the opening of proposals in order to be considered.

13. Use of Facsimile Transmissions in the Proposal Process

The use of FAX transmission is not encouraged due to the inherent characteristics of the equipment and the nature of electronic transmission and receipt of data.

14. Terms as Used in All Documents

- a. “University” as used herein refers to University of Houston. An authorized representative of the university will review the work of the contractor.
- b. “Coefficient” means a numerical factor which represents costs not considered as included in Unit Price Guide unit prices, including general conditions, administrative and other overhead costs, insurance costs, equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, contractor’s profit, and indirect costs.
- c. “Non Pre-priced Item” means a necessary, but incidental, part of a job or project ordered under a JOC that is not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide. The Coefficient applied to a pre-priced item shall not be applied to a non-priced item.
- d. “Statement of Work” means a description of a project to be ordered under a Job Order which contains sufficient detail to determine quantities, quality, and the time for performance.
- e. “Unit Price Guide” means a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by the University to be used in administration of this contract. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The Unit Price Guide for this Contract is the current year issue (**2010**) of “*R. S. Means Facilities Construction Cost Data*,” Houston, and is hereby incorporated by reference. The price for a job or project ordered by the University under this proposed contract shall be based on the Unit Price Guide and Contractors Coefficient, and any non pre-priced items. Non pre-priced items shall not exceed ten percent (10%) of the value of the JO. The University shall have the unconditional right to withdraw its JO at any time before, or after contractor has submitted its proposal for a JO. In order for a JO to become effective, under this proposed Contract, it must, (a) be signed and executed by the University and Contractor, (b) have a fixed price, lump sum contract, and (c) be based on a Statement / Scope of Work which may be negotiated between the University and the Contractor.

15. BONDING REQUIREMENTS NOTED HEREWITH REPLACE THE MINIMUM REQUIREMENTS LIMITS NOTED IN THE UNIFORM GENERAL CONDITIONS.

Performance and Payment Bonds

The Contractor shall execute and supply to the University **within fifteen (15) calendar days** from Notice to Proceed issuance, the following:

- a. A Payment Bond is required when total project cost exceeds \$25,000 and a Performance Bond is required when total project cost exceeds \$100,000. The accumulative total of the Job Order Contract may be a consideration for establishing bond premiums. Payment Bonds are

for the protection of all claimants supplying labor and materials as defined by the scope noted in the fully executed job order (JO).

- b. Performance bonds shall be solely for the protection of the State or governmental authority awarding the contract, as the case may be.
- c. Proof of bond coverage by way of riders, or bond amendments must be provided upon the execution of each job order.
- d. The bond premiums should be included in the Contractors' proposals for individual job orders.

16. Time Period

The facility will be available as stated in the JO specifications. Work must be completed within the specified time frame indicated in the JO specifications. Credit may or may not be given for days of inclement weather based on specifications.

17. Failure to Complete Work on Time

The time set forth in the JO for the completion of work is an essential element of the JO. Contractor's failure to complete the work within such time will cause damage and/or operational inconvenience(s) to the University.

- a. A breach of contract as to completion time will cause damage to the University. Therefore, for each and every calendar day after the expiration time of the JO that any work is not completed and accepted, including the correction of deficiencies found during the final inspection, the amount per day, as stipulated in the JO, will be deducted from the money due, or to become due to the Contractor, not as a penalty but as compensation to the University for additional expenses incurred, and inconvenience caused by failure of the contractor to allow the University to receive the premises at the designated time of completion.
- b. Liquidated damages will be assessed for each calendar day for job order contracts not completed on time as indicated by the table below.

Job Order Amount		Liquidated Damage
From	To	Per Calendar Day
\$ -----	\$25,000	\$42.00
25,001	50,000	70.00
50,001	100,000	105.00
100,001	500,000	140.00
500,001	1,000,000	210.00
1,000,001	2,000,000	280.00
2,000,001	5,000,000	420.00
5,000,001	Over 5,000,000	600.00

18. Insurance

See Uniform General Conditions. The contractor shall procure and keep in force insurance with companies acceptable to the University conforming to the schedule below. The contractor shall supply all required insurance prior to starting the project on the scheduled date. The contractor shall also provide a certificate from the insurance carrier naming the University of Houston as an additional insured and that the insurance shall not be cancelled until ten (10) calendar days written notice of said impending cancellation has been given to the University.

19. Material

Only new, unused, and first-quality materials or equipment shall be supplied under this contract. It is not the intent of the specifications to limit materials, or the products of any particular manufacturer. Where specific materials, equipment and/or fixtures have been specified by name, manufacturer, or catalog number, it has been done to set a specific minimum standard and reference for comparison as to quality, longevity, and performance. There is no intent to discriminate against, or prevent any dealer or manufacturer from furnishing materials, equipment, and/or fixtures which meet or exceed the characteristics of the specified items. However, substitution of materials shall not be made without prior written approval from the University.

20. Contract Warranty and Guarantee:

- a. One (1) Year Warranty – Except as otherwise specified, the Contractor warrants all Work against defects in materials, equipment, or workmanship for one (1) year from the date of substantial completion of the entire project, or designated portions thereof.
- b. Correction of Defects – Upon receipt of written notice from the University of the discovery of any defects, the Contractor shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period. If the Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the University may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

21. State Sales Tax

The University qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04F of the Texas Limited Sales Excise and Use Tax.

22. Subcontractors

The Contractor shall not assign, sell, transfer, or otherwise dispose of the contract, or any portion thereof, or his/her rights, title and interest therein without the written approval of the University. Written consent

to sublet, assign or otherwise dispose of any portion of the contract shall not relieve the Contractor of any responsibility for the fulfillment of the contract. If the aids of subcontractors are used to complete the project, the contractor will be responsible for supplying the following information about the subcontractors at or before completion of the project:

- a. Subcontractor name and address.
- b. Vendor identification number (if available).
- c. HUB Classification (if appropriate).
- d. Subcontract bid amount.
- e. Lien Releases.

23. Contractor Badge I.D. Program

A. Program Description:

- (1) An Identification (I.D.) Badge is required for all contractors, subcontractors and their agents working on or about the University of Houston and/or component campuses.
- (2) A Photo I.D. Badge will be required for any person(s) on site, consecutively for 21 days and over.
- (3) A Non-Photo, Color-Coded Badge will be required for individuals on site for less than 21 days at any given time to include but not limited to, equipment setup, delivery person(s), and temporary labor crew(s).
- (1) Contractor will be responsible to assign the Badges accordingly and maintain accurate records and updated lists making information available for inspection upon UH's request.

B. Display of Badges:

The Badge will be worn and displayed prominently by each cardholder near the front shoulder area.

24. Site Supervision

The contractor shall supervise and direct all work using his/her best skills and materials, shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of work under any contract.

25. Site Inspection

The contractor is responsible for having visited the site and having ascertained pertinent local conditions such as locations, accessibility, and general character of the site of buildings, the character and extent of existing scope of work within, and adjacent to the site, and any other work being performed thereon at the time of the submission of their Job Order price.

26. Latent Conditions (Refer to Uniform General Conditions Section XIX)

27. Trash and Cleanup

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their employees or the work. Upon completion of the project, and prior to the final inspection, the contractor shall have the premises in a neat and clean condition. The Contractor is not to use University trash containers for any reason.

28. Building Codes

Code compliance is mandatory. Contractor is to furnish all materials and equipment and do whatever is necessary to comply with federal, state, and local laws, building codes and environmental regulations.

29. Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising safety precautions, programs and environmental regulations in connection with the work. It shall also be the duty and responsibility of the contractor and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Sec.'s 651 et seq., The Occupational Safety and Health Act (OSHA) of 1970, and all amendments thereto, and will enforce and comply with all of the provisions of this act. In addition, on projects in which trench excavation will exceed a depth of five feet (5'-0"); the Contractor and all of its subcontractors shall comply with all requirements of 29 C.F.R. Secs. 1926.652 and 1926.653, OSHA Safety and Health Standards, which are more fully described in the Special Conditions, of the above standard, and shall require a pay item classification, pursuant to Paragraph 7.1, for the particular safety system to be utilized by the Contractor.

30. Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, disability, religion or national origin.

31. Royalties, Patents and Licenses

It shall be the duty and responsibility of the Contractor and all of its subcontractors to be familiar and comply with all requirements of public law 102-560 enacted by Congress and effective November 28, 1992. The Contractor shall pay all royalties and license fees, and defend all suits or claims for infringement of any patent rights and shall hold the University harmless from loss or account thereof, except that the University shall be responsible for all such royalties and license fees and loss when a particular design, or process, or the product of a particular manufacturer, or manufacturers is specified; provided, however, if that Contractor has reason to believe the design, process or product specified constitutes an infringement of a patent, he shall be responsible for such royalties, license fees and loss unless he promptly gives such information to the University and the Architect and/or Engineer. It will also be required for each contractor to submit with their bid proposal a list of all licenses, or fees they have determined necessary for completion of the contract.

32. Firearms

All Contractors are advised to inform all their employees the fact that weapons, of any kind, are strictly prohibited on campus, University of Houston, or any State property. Violators can and will be prosecuted to the full extent of the law by the proper designated authorities.

33. Wage Scale(s):

The contractor is required to pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the University. The specified wage rates are minimum rates only, and the University will not consider any claims for additional compensation made by any contract because of payment by the Contractor of any wage rates in excess of the applicable minimum rate contained in the contract. Site work, paving and utility construction crafts may be used only for construction outside of the building line.

34. Prevailing Wage Rates

Contractors will be required to comply with Texas Government Code, Chapter 2258, and Prevailing Wage Rates. The Contractor is required to pay not less than the wage scale of the various classes of labors as shown on the "Prevailing Wage Rates" for the State of Texas in the County of Harris County, Texas. The website can be located at <http://www.eng.hctx.net/wage/public.asp>. It shall be the responsibility of the successful Contractor to obtain the proper wage rates from this site for Harris County for the type of work defined in the project specifications.

The specified wage rates are minimum rates only, and the University will not consider any claims for additional compensation made by any contract because of payment by the Contractor of any wage rates in excess of the applicable minimum rate contained in the contract. Site work, paving and utility construction crafts may be used only for construction outside of the building line.

APPENDIX

SUBCONTRACTOR INFORMATION

THIS FORM TO BE COMPLETED AND RETURNED BEFORE FINAL PAYMENT WILL BE MADE.

Project Name: _____

Company: _____

Signature: _____

Purchase Order No. _____ Date: _____

Were Subcontractor(s) Used for this Project? ☐ Yes ☐ No

If YES, complete the following information:

Company Name: _____

Company ID#: _____ *Classification: _____

Subcontractor Price (HUB's only) _____ Percentage: _____

Company Name: _____

Company ID#: _____ *Classification: _____

Subcontractor Price (HUB's only) _____ Percentage: _____

Company Name: _____

Company ID#: _____ *Classification: _____

Subcontractor Price (HUB's only) _____ Percentage: _____

Company Name: _____

Company ID#: _____ *Classification: _____

Subcontractor Price (HUB's Only) _____ Percentage: _____

*Classification Codes:

NAH = Not a HUB Contractor / HUB = HUB-Minority Owned Contractor / HUB-WO = Woman Owned Contractor

HAZARDOUS CHEMICALS LIST

Project: _____
Located on campus of University of Houston _____

☐ **No hazardous chemicals will be used on the project.**

If, at a later date, it is determined hazardous chemicals will be required, this form must be immediately completed and posted.

The following is a list of hazardous chemicals currently being used or will be used on this project. Further information can be obtained from the material safety data sheets (MSDS). The MSDS pertaining to this work-site will be kept on file at

MSDS index # _____ hazardous material
(Name of Material, etc.)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Company: _____

Superintendent's Signature: _____

Date:
To:
Attention of:
Re:
Project Name:
FM Project #:

**JOB ORDER CONTRACT
REQUEST FOR QUOTE**

Request for Job Order Contract Price Quote

The University of Houston (UH) hereby requests a written job order price quote to perform the services for the project described herein. The project is located at 4211 Elgin, Houston, TX. Work to be performed is included in the drawings and project manual titled xxxxxx, FM #xxxxxx, dated xxxxx.

Plant Operations (Facilities Management / Facilities Planning and Construction) is the department within UH that will manage this project. A pre-bid conference will be scheduled for the week of xxxxxx. Please submit your proposal and construction schedule to the undersigned Project Manager no later than xxxxxx.

Sincerely,

Xxxxxxxxxxx
Project Manager
Design & Construction
University of Houston
Attachments: Project Drawings
Project Manual

cc: Project File

Job Order Contractor Services Request

Memorandum

Phone:

TO: (Authorizing Manager)

Fax:

FROM: (Project Manager)

(FM Dept.)

DATE:

SUBJECT: Job Order Contractor Services Request

Project Number: FM

Project Name:

The above referenced project requires the procurement of Job Order Contracting Services (JOC). Direct costs for the project are expected to be less than \$75,000 and the project is suitable for the JOC Program. Details in support of this request and justification are as follows:

Name of Requested Contractor:

Selection Considerations and Justification

(Check all that apply and explain)

☐ The requested Contractor offers a **scheduling advantage** over other available Contractors, (i.e. manpower or workload).

Briefly explain.

☐ The requested Contractor has **demonstrated exceptional performance** accomplishing similar projects for UH which is documented as follows:

FM Project No. FM Project Name Owner

- 1.
- 2.
- 3.

☐ The requested Contractor possesses an **experience advantage** over other available Contractors because of its prior construction experience associated with the project area (i.e. knowledge of existing site conditions)

Briefly explain.

☐ The requested Contractor and one or more other Contractors are equally capable of performing the project, but the requested Contractor has been **awarded a lower total dollar amount** than other Contractors.

Briefly explain.

Job Order Contractor Services Request

Project Number:

Project Name:

SUBMITTED

By: Date:

(UH Project Manager)

AUTHORIZED

By: Date:

(UH Authorizing Manager)

PROJECT MANAGER –

1. ATTACH ORIGINAL SIGNED JOC SERVICES REQUEST TO THE VENDOR PURCHASE REQUISITION.
2. PLACE DUPLICATE COPY IN THE OFFICE CENTRAL FILE.
3. PLACE DUPLICATE COPY IN THE PROJECT FILE.

HOW TO REVIEW A JOC PROPOSAL – WHAT TO LOOK FOR:

1. Verify the proper coefficient is used and applied

- The negotiated coefficient is applied to the Unit Price Guide line items only, including overtime calculations.

2. Perform a math check on the Proposal Summary

- Math should be checked in the “down column” and it is recommended to check certain high quantity line items “across” the detail sheet.

3. Review and check all overtime applications

- This includes crew rates used and the specific application of what is being performed under O.T.
- The overtime coefficient is the same as the normal working time coefficient.
- Distinguish between overtime for off-hours labor vs. straight-time with a shift differential.

4. Check and review the line item detail

- Line items should clearly correspond to the scope of work and be categorized by the Construction Specifications Institute groups.
- The formulas cannot be changed or modified in the Unit Price Guide line items.

5. Review and confirm quantities

- Check the large quantities and the frequency of smaller quantities
- Look for duplication
- Confirm that inter-related line items have appropriate inter-relating quantities, e.g., conduit quantity vs. wire quantity.

6. Review and confirm qualifications / clarifications

- Clarifications are important because they confirm or spell out unknowns.
- Verify how clarifications affect the pricing in the proposal or the scope of work.

7. Confirm the Job Order duration / final completion

- All projects require a schedule in Microsoft Project format. It should be noted that the final approved schedule can be furnished at an agreed upon later date and may or may not be attached as part of the initial proposal.

8. Review the non pre-priced items

- The goal is to keep non pre-priced items to 10% or less of the direct cost. However, at UH we have many proprietary systems and vendors. Some proposals may exceed the 10% due to the application of these proprietary sources. Authorizing Manager shall approve when non-pre-priced exceeds 10%.
- All non pre-priced line items must have a complete material and labor breakdown attached.
- Confirm that the non pre-priced items are *not* in R.S. Means.

9. Review and confirm the bonds

- Applicable performance and payment bond premiums should be added to the sum of the pre-priced and non pre-priced line items.
- Refer to the 2005 Uniform and Supplementary General Conditions for bonds and insurance requirements.

10. Verify the H.U.B. Plan

- On proposals over \$100,000 a H.U.B. plan must be attached showing H.U.B. participation and/or a good faith effort.

11. Show Your Work!

- Include red lines, comments, printed addition tapes, notes, and confirmations directly on the proposal to substantiate your review. This action is very important as it clearly demonstrates “due diligence” in assuring University of Houston is getting best value. (See JOC Proposal format example.)

THE DO'S AND DON'TS OF THE UH JOB ORDER CONTRACTING PROGRAM

DO:

1. Know the JOC Contract and its dollar limits.
2. Know your contract plans and specifications.
3. Check the math and extensions of each proposal.
4. Randomly verify line items and quantities.
5. Keep non pre-priced scope to less than or equal to 10% of the project direct cost amount.
6. Review overtime applications /crew rates.
7. Apply the negotiated coefficient to only the unit prices.
8. Apply bond costs to the summation of all costs.
9. Verify the current approved Unit Price Guide is being used in the proposal.
10. Question and validate the contractor's proposals.

DON'T:

1. Bid any of the approved JOC Contractors against each other and "Shop" bid proposals.
2. Use only non pre-priced quotes and call it a JOC Contract.
3. Solicit JOC proposals from non-approved JOC contractors.
4. Assume a non pre-priced item is **not** in the Unit Price Guide.
5. Allow manipulation of the Unit Price Guide units, formulas, or rates.
6. Allow non-normal working hour rates (overtime) on tasks that can be completed during normal working hours.
7. Apply any City Index adjustments to the proposal.
8. Allow proposals developed by any Unit Price Guide other than "R.S. Means, Facilities Construction Cost Data", Latest Edition.

Texas Statutes – Job Order Contracts

The Texas Education Code, Title 3, Chapter 51, Section 51.784 described the procurement requirements for Job Order Contracts.

If the job contract requires engineering or architectural services, definitions of services are described in Chapter 1001 and Chapter 1051 of the Occupational Code.

Exemption is found under Subchapter B, Section 1001.053, stating public work which involves electrical or mechanical engineering services of \$8,000 or less, is exempted from using a licensed Engineer. This section also defines the practice of engineering.

Subchapter N, Section 1051.703, of the Occupational Code, defines certain plans or specification to be prepared only by Architect for projects exceeding \$50,000. This section also provides definition of licensed Architects and other related components.

Texas laws and codes are available at the following website: <http://law.justia.com/texas/codes/index.html>