

MINUTES

BOARD OF REGENTS
THE TEXAS STATE UNIVERSITY SYSTEM

CALLED MEETING
JULY 11, 2005

REGULAR MEETING
AUGUST 25-26, 2005

BOOK 4

VOL. 65

August 25-26, 2005

2005-236

Upon motion of Regent Hayley, seconded by Regent Adams, with all Regents voting aye, it was ordered that:

A contract be awarded to the low bidder J&M Contracting Company of Huntsville, Texas in the amount of \$947,591.00 the low base bid for the Construction of Athletic Weight Training Room as designed by Lockwood, Andrews and Newnam, Inc. of Houston, Texas, with the source of funds being Designated Tuition Fund Balance and gifts to Athletics for the Weight Room.

THE TEXAS STATE UNIVERSITY SYSTEM
CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 26th day of August, in the year Two thousand and Five (2005), by and between J & M Contracting Company of Huntsville, Texas hereinafter called the Contractor, and the Board of Regents of The Texas State University System for Sam Houston State University hereinafter called the Owner.

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

ARTICLE 1. SCOPE OF THE WORK - The contractor shall furnish all the materials and perform all the work shown on the Drawings and described in the Specifications entitled Weight Room for Athletes at Sam Houston State University prepared by Lockwood Andrews and Newnam, Inc. acting as, and in these Contract Documents entitled, the Architect or Engineer; and shall do everything required by this agreement, the Specifications and the Drawings.

ARTICLE 2. TIME OF COMPLETION - The Contractor shall begin work within ten (10) days after date of the written authorization by the Architect, Engineer, or Owner's Representative. The work to be performed under this contract shall be substantially completed on or before May 15, 2006, plus any extended days allowed by the Owner's Representative in accordance with the Specifications. For each calendar day that any work is not substantially complete after the expiration of the time as calculated (ten (10) days from written authorization plus Consecutive Calendar Days plus Extended Days) the sum of Two hundred fifty and no/100 Dollars (\$250.00) per calendar day will be deducted from the money due or to become due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

ARTICLE 3. 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 Nine hundred forty-seven thousand, five hundred ninety-one and no/100 Dollars (\$947,591.00).

The Base Bid plus Alternates, None.

For purposes of State Tax Exemptions, the following breakdown is submitted:

- (1) Labor, overhead, profit and materials not incorporated into the construction Project: \$550,000
- (2) Materials to be incorporated into the construction Project: \$397,591.00

ARTICLE 4. PARTIAL PAYMENT - On or about the twentieth day of each month the Owner's Representative shall make progress payments as prepared by the Architect or Engineer in accordance with the General Conditions.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT - Final payment shall be due thirty days after acceptance of the work provided the contract be then fully performed.

Before issuance of the final payment, the Contractor shall submit evidence satisfactory to the Board of Regents,