

U N I V E R S I T Y *of* H O U S T O N



Letter of Contract

Re:

Dear:

This Letter of Contract will confirm the University of Houston's ("University") acceptance of your proposal dated _____ (copy attached) in the amount of \$_____ for:

You may proceed with services under this contract immediately upon final execution and satisfaction of all obligations herein, with services to be complete on or before _____.

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).

Certificate of insurance coverage, meeting the requirements indicated below, must accompany this Contract when returned for final execution.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Limit – State of Texas
Employer's Liability	
Bodily Injury By Accident	\$100,000 Ea. Accident
Bodily Injury By Disease	\$100,000 Ea. Employee
Bodily Injury By Disease	\$100,000 Policy Limit
Commercial General Liability (Bodily Injury & Property Damage) (Combined Single Limit)	\$1,000,000 Ea. occurrence/\$2,000,000 Aggregate Include Products/Completed Operations \$50,000 Fire Damage \$5,000 Medical Expense
Comprehensive Auto Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000

The University and the University of Houston System shall, with the exception of Workers Compensation, Employers Liability and Professional Liability be named as an additional insured under each of the above policies, and the Contractor and its insurer agree to provide a complete waiver of subrogation against the University. Certificates of Insurance evidencing the proper coverage must be provided and accepted by the University prior to the start of work and any change in coverage must be reported 30 days prior to taking effect.

The Contractor agrees that all work on the project pursuant to this contract shall be at the Contractor's exclusive risk until final and complete acceptance thereof by the University, and in case of any loss or damage thereto, in whole or in part, prior to such acceptance, however cause, such loss and/or damage shall be borne by the Contractor.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the University of Houston System Board of Regents, the University of Houston, the University of Houston System, the University of Houston-Clear Lake, the University of Houston-Downtown, and the University of Houston-Victoria, their agents, employees, officers, administrators, and component institutions, successors and assigns from and against all claims, injuries, damages, losses, costs, expenses and liability, including but not limited to reasonable attorneys' fees, whether arising before, during or after completion of the Contractor's work, caused by or arising out of or resulting from performance of work, of whatever nature, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission by the Contractor, and subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, but only to that extent, proportion or degree that the claims, damages, losses and expenses are attributable to the act or omission of the Contractor or its subcontractors.

The University reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any service in connection with this contract at any time upon three days (3) written notice to the Contractor. The University's liability in case of early termination will be limited to paying for the work already performed and the expenses already incurred as of the date of the termination, less any and all foreseen or unforeseen damages sustained by the University as a result of any default or consequence of termination.

Contractor agrees to abide by and perform the work under this Contract in compliance with all applicable City, State of Texas and Federal laws, rules, regulations and policies. While on the premises

of the University or its components, Contractor agrees to abide by the policies and procedures of the University and its components relative to conduct on its premises.

The University and Contractor each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the University. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the University and Contractor.

It is agreed and understood that the Contractor is an independent contractor and not an agent or employee of University. Nothing in this Contract shall be construed to create a joint venture, partnership, association, or like relationship between the parties.

The Contractor agrees to secure a payment and/or performance bond in accordance with Texas Government Code §2253.021 upon execution of contract.

ALTERNATIVE DISPUTE RESOLUTION:

- a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by the Contractor:
 - (1) A Contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and Contractor other wise entitled to notice under the parties' contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - (2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
 - (3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by University nor any other conduct of any representative of University relating to the contract shall be considered a waiver of sovereign immunity to suit.
- b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
- c. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part.

It is mutually agreed by the parties that if litigation should arise concerning all or any part of this contract, venue shall lie in Harris County, Texas.

Under section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Upon final acceptance of the work, the University will promptly process your invoice for final payment.

INVOICING ADDRESS:

University of Houston

Attention: _____

In meeting your obligation under this contract, please coordinate your efforts with me. Please sign and return all copies of this contract within ten (10) days. After all copies are properly executed, one copy will be returned to you for your files and work may proceed.

Sincerely,

Name: _____

Title: _____

UNIVERSITY OF HOUSTON

CONTRACTOR

Signature _____ Date _____
Name: _____
Title: _____

Signature _____ Date _____
Name: _____
Title: _____

Signature _____ Date _____
Name: _____
Title: _____

Attachments: Quotation

Note: Modification of this Form requires approval of OGC