



Letter of Contract

Re:

Dear:

This Letter of Contract will confirm Lone Star College System's ("College") acceptance of your proposal dated _____ (copy attached as Exhibit A) in the amount of \$_____ for :

You may proceed under this contract immediately upon full execution and all obligations of this Contract shall be satisfied on or before _____.

Contractor (or "Seller" or other designation of contracting party) ("Contractor") 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 and (3) Contractor hereby certifies that if any of its principals or owners is a child support obligor, he/she is no more than 30 days delinquent in paying child support. 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 College shall be entitled to terminate this agreement upon written notice thereof to Contractor (or other designation).

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 College, and in case of any loss or damage thereto, in whole or in part, prior to such acceptance, except that caused by the negligence of College, 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 Lone Star College System, 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 or destruction of tangible property (other than the work itself) including the loss of use resulting there from, 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 subcontractors. Contractor shall carry at all times during this agreement, with companies with a Best's Rating of not less than "A-VII" or the financial equivalent thereof, the following insurance coverage's covering the activities to be conducted by Contractor, its subcontractors and representatives, and it's or their employees:

- (a) Worker's Compensation – Statutory limits; policy shall include waiver of subrogation in favor of the College;
- (b) Employer's Liability - \$1,000,000 each accident; policy shall include a waiver of subrogation in favor of the College;
- (c) Comprehensive General Liability – for Bodily Injury and Property Damage, including Premises/Operations, Products/Completed Operations, Contractual Liability, and Personal/Advertising Injury Coverage's in a combined single limit of \$2,000,000 per occurrence and \$2,000,000 General Aggregate. College shall be shown as an additional insured on this coverage with respect to the Property and this Agreement; and
- (d) Automobile Liability – For owned, non-owned, leased and hired vehicles in a combined single limit of \$2,000,000 for Bodily Injury and Property Damage. College shall be shown as an additional insured on this coverage with respect to the Property and this Agreement.

An excess or Umbrella Liability Policy may be used to satisfy these requirements. Prior to entry, the Contractor shall deliver to College Representative certificates of insurance evidencing the insurance coverage's noted above. The policies shall not be materially changed so as not to comply with the forgoing insurance requirements, or terminated, without at least thirty (30) days' prior written notice to the College's Representative.

The College 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 (3) days written notice to the Contractor. The College'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 College 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 College or its components, Contractor agrees to abide by the policies and procedures of the College and its components relative to conduct on its premises.

The College 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 College. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the College and Contractor.

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

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

This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas. The College and Contractor acknowledge that any dispute pertaining to this agreement shall be governed by Texas Government Code Section 2260.

Upon final acceptance of the work and receipt of proper invoice, the College will process your invoice for final payment within forty five (45) days.

INVOICING ADDRESS:

Lone Star College System

Attn: _____

In case of any conflicts between this instrument and Exhibit A, this instrument will govern.

In meeting your obligation under this contract, please coordinate your efforts with _____. Please sign and at the end of business today, return all copies of this contract. After all copies are properly executed, one copy will be returned to you for your files and work may proceed.

Sincerely,

By: _____

Title

CONTRACTOR:

By: _____

Date: _____

Note: Modification of this Form requires approval of OGC