



## Job Order Contract

This Job Order Contract ("Agreement") is made and entered into by and between Lone Star College (the "College"), and agency of the State of Texas pursuant to Chapter 111, Texas Educational Code, and \_\_\_\_\_ ("Contractor"), and is effective upon the date this Agreement has been signed by both parties ("Effective Date").

WITNESSETH, that for and in consideration of the mutual covenants and promises contained herein, the College and Contractor hereby agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to commence and complete, under the terms and conditions stated in this Agreement and in Contractor's Proposal dated \_\_\_\_\_ (the "Proposal"), the maintenance service and repair work (the "Project") described as follows:

*(Describe the type of maintenance and repair service work required.)*

---

---

---

---

---

---

---

---

Contractor further agrees to furnish at Contractor's own proper cost and expense all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Proposal. The College agrees to pay the Contractor in current funds for the performance of the Agreement, subject to additions and deductions, as provided in the General Conditions for Maintenance Job Order Contracts and Supplemental General Conditions of the Contract, and to make payments on account thereof as provided in Article XIII of the General Conditions for Maintenance Job Order Contracts.

2. **TERM.** The term of this Agreement will be two years from the Effective Date with an option to renew the contract in one year intervals, contingent upon the agreement of both the College and the Contractor, for a maximum of three additional years.
3. **TERMINATION.** This Agreement may be terminated by either party without cause by providing the other party with thirty (30) days written notice.
4. **COMPENSATION.** The contract amount for all work authorized by Project Job Orders is not to exceed \$\_\_\_\_\_ unless authorized in writing as a change order by the College.
5. **USE OF PROJECT JOB ORDERS REQUIRED.** The Contractor hereby agrees to commence work under this contract by authorized Project Job Orders in the form set forth in Exhibit A.
6. **ADDITIONAL LOCATIONS.** Job Orders may be issued for work on College campuses or centers other than the location specified in the Proposal at the proposed rates or as agreed to by both the College and Contractor.

7. **INSURANCE.** Certificate of insurance coverage meeting the requirements indicated on the form attached must accompany this Agreement when returned for final execution.
8. **DISPUTE RESOLUTION.** The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the College and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor:
  - a. A Contractor's claims for breach of this Agreement 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, the Contractor shall submit written notice, as required by subchapter B, to [for the College, the Chancellor; for component institutions] 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 the College and the Contractor otherwise entitled to notice under the parties' Agreement. Compliance by the 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.
  - b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the College if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  - c. 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 Agreement by the College nor any other conduct of any representative of the College relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
  - d. The submission, processing and resolution of the 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.
  - e. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.
9. **CONFLICT OF INTEREST.** A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or 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.

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

11. **BONDS.** The Contractor agrees to secure a Payment bond if the contract amount exceeds \$25,000 and a Performance bond if the contract amount exceeds \$100,000. These Payment and Performance bonds are to be provided in accordance with Texas Government Code 2253.021 upon execution of the Agreement.

The College agrees to pay the Contractor in current funds for the performance of the Agreement.

**LONE STAR COLLEGE**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CONTRACTOR**

\_\_\_\_\_  
Signature of Authorized Official Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Tax Identification Number OR

\_\_\_\_\_  
Individual's Social Security Number

*If Contractor is Corporation:*

**ATTEST:**

\_\_\_\_\_  
Signature of Secretary Date

\_\_\_\_\_  
Secretary Name

**(Affix Seal)**

**Note: Modification of this Form requires approval of OGC.**

## Power of Attorney

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority personally appeared the affiant and after having been duly sworn, did depose and state that:

My name is \_\_\_\_\_,

and I am \_\_\_\_\_,

*(State position held in the firm)*

in the firm of \_\_\_\_\_,

*(State firm name)*

located at \_\_\_\_\_,

*(State firm address)*

and I have the authority to execute contracts in behalf of the aforesaid firm, and have the authority to execute this contract pursuant to its terms and conditions.

\_\_\_\_\_  
*(Signature)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County,  
State of \_\_\_\_\_