

UNIVERSITY OF HOUSTON  
Office of Facilities Management

**OWNER-CONTRACTOR MAINTENANCE/REPAIR AGREEMENT**  
**BY PROJECT JOB ORDERS**

Contract No. \_\_\_\_\_

Account No. \_\_\_\_\_

.....

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the UNIVERSITY OF HOUSTON SYSTEM (hereinafter "University"), and agency of the State of Texas pursuant to Chapter 111, Texas Educational Code, and \_\_\_\_\_ (hereinafter "CONTRACTOR").

WITNESSETH: That for and in consideration of the mutual covenants and promises contained herein, the CONTRACTOR hereby agrees with the UNIVERSITY to commence and complete the maintenance service and repair work described as follows:

1. (describe the type of maintenance and repair service work required)

hereinafter called the project, under the terms and conditions as stated the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal dated \_\_\_\_\_. The UNIVERSITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, 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. Job Orders may be issued for work on UNIVERSITY campuses other than the UNIVERSITY main campus at the proposed rates or as agreed to by both the UNIVERSITY and CONTRACTOR.

3. The CONTRACTOR hereby agrees to commence work under this contract by authorized Project Job Orders in the form set forth in Exhibit A.

4. 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 UNIVERSITY.

5. The term of this contract will be one year from the date of execution with an option to renew the contract in one year intervals, contingent upon the agreement of both the UNIVERSITY and the CONTRACTOR, for a maximum of three years.

6. Certificate of insurance coverage, meeting the requirements indicated on the form attached, must accompany this Contract when returned for final execution.

7. **Alternative Dispute Resolution.**

(1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the University 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 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, the 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 the University and the contractor other wise entitled to notice under the parties' contract. 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 University 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 contract by the University nor any other conduct of any representative of the University relating to the contract shall be considered a waiver of sovereign immunity to suit.
- (2) 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.
- (3) 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.

**8. 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.

**9. Family Code.** 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.

**10. 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 contract.

The UNIVERSITY agrees to pay the CONTRACTOR in current funds for the performance of the contract.

ATTEST:  
(Affix Seal if Corporation)

CONTRACTOR

\_\_\_\_\_  
Name of CONTRACTOR

\_\_\_\_\_  
Address

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Attest

Note: If CONTRACTOR is a  
Corporation, Secretary should attest.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax Identification Number  
(either/or)

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

UNIVERSITY OF HOUSTON SYSTEM  
UNIVERSITY OF HOUSTON  
Facility Management

By: \_\_\_\_\_  
(Applicable UH Facility Management Director)

By: \_\_\_\_\_  
[Name of Appropriate Contracting Officials]<sup>1</sup>  
[Title]

***Note: Modification of this Form  
requires approval of the Office of the General Counsel***

\_\_\_\_\_  
<sup>1</sup> Please consult University of Houston System Administrative Memorandum 03.A.05, University of Houston Manual of Administrative Policies and Procedures 04.04.01A and specific Chancellor delegation(s) to determine the appropriate official(s) with authority to bind the University of Houston - Downtown.

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 and 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 \_\_\_\_\_,

200\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County,

State of \_\_\_\_\_

**EXHIBIT "A"**

**UNIVERSITY OF HOUSTON  
FACILITY MANAGEMENT PROJECT JOB ORDER**

This Project Job Order is subject to all terms and conditions of the CONTRACT and the *General Conditions for Maintenance Job Order Contracts with Supplementary General Conditions*. Authorized Project Job Orders become a part of the CONTRACT upon execution by the UNIVERSITY.

DATE: \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_ PROJECT JOB ORDER \_\_\_\_\_

TO: \_\_\_\_\_

\_\_\_\_\_

You are hereby directed to perform the services as described below in accordance with your proposal submitted on \_\_\_\_\_ under the terms and conditions of the Agreement between the UNIVERSITY and CONTRACTOR dated \_\_\_\_\_ with respect to the above Project.

**SCOPE OF WORK FOR PROJECT JOB ORDER:**

Project Job Order No. \_\_\_\_\_

Previous total Project Job Order Amounts \$ \_\_\_\_\_

Not to Exceed Value  
of Project Job Order No. \_\_\_\_\_ \$ \_\_\_\_\_

Contract Job Order total \$ \_\_\_\_\_

**AUTHORIZED AND ACCEPTED:**

UNIVERSITY

CONTRACTOR

By: \_\_\_\_\_  
(Applicable Facilities Management Director)

By: \_\_\_\_\_  
(name and title)

By: \_\_\_\_\_  
[Name of Appropriate Contracting Officials]<sup>2</sup>  
[Title]

<sup>2</sup> Please consult University of Houston System Administrative Memorandum 03.A.05, University of Houston Manual of Administrative Policies and Procedures 04.04.01A and specific Chancellor delegation(s) to determine the appropriate official(s) with authority to bind the University of Houston - Downtown.  
Owner-Contractor Agreement by Maintenance/Repair Job Orders – UHS  
OGC-S-2004-4 (09.19.03)  
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