



CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, is entered into as of _____, (“Effective Date”) between the **LONE STAR COLLEGE SYSTEM DISTRICT** (hereinafter, "LSCS"), a public junior college pursuant to Section 130.004 of the Texas Education Code, and _____ (hereinafter referred to as “CONTRACTOR”).

1. SCOPE OF WORK.

2. COMPENSATION.

 For the services to be provided hereunder, LSCS shall pay CONTRACTOR a fee, plus reimbursable expenses, as follows:

- a. An hourly rate not to exceed the lump sum amount of _____ dollars and _____ cents (\$_____).
- b. Reimbursable Expenses not to exceed \$_____, which will include but not be limited to the following:
 - 1. Expenses for transportation and living when traveling in connection with the project, or at LSCS’s prior request, for other than regular trips within the LSCS boundaries.
 - 2. Actual cost for long distance calls and or facsimile charges in connection with the project.
 - 3. Actual cost of printing and copying in connection with the project.

All payments must be supported by properly detailed invoices. Payment shall be rendered within forty-five (45) days of receipt of proper invoice from Contractor for services performed. If payment is not rendered within forty-five (45) days of invoice date, there will be a late charge equal to 1% of the amount due in accordance with Section 2251.026 of the *Texas Government Code*.

3. SCHEDULE.

 The work to be performed under this contract shall commence upon the Effective Date of this agreement and continue until the earlier of, _____ or until all work is completed hereunder. If the CONTRACTOR fails to prosecute the work with diligence and fails to complete the work within the specified time of this Contract, or any extension thereof, LSCS may by a written notice to

the CONTRACTOR, terminate this Contract. In this event LSCS may complete the work as necessary and may take possession of and use any materials on the work site which is necessary for completing the work.

The CONTRACTOR shall be liable for any damage to LSCS resulting from the CONTRACTOR's failure to complete the work within the specified time, whether or not the CONTRACTOR continues to work under the terms of this Contract. This liability includes any increased costs incurred by LSCS in completing the work.

- 4. DELAY.** Should the CONTRACTOR be delayed in the prosecution or completion of the WORK by other contractors employed by LSCS, or by any damage caused by fire, weather conditions or casualty for which the CONTRACTOR is not responsible, or by general strikes or lockouts caused by reason of any or all of the causes aforesaid, an extended period shall be determined and fixed at the sole discretion of LSCS; but no such allowance shall be made unless a claim therefore is presented in writing to the LSCS within ten (10) days of the occurrence of such delay. Contract time may be extended only through a written change order.
- 5. OWNERSHIP OF DOCUMENTS.** All documents, including original drawings, estimates, specifications, field notes and data are and shall remain property of LSCS. The CONTRACTOR will be furnished reproducible copies of such drawings and other documents needed for implementation of the required work. LSCS and CONTRACTOR agree that these drawings and documents will be used solely in connection with the assignment covered by this Agreement and for no other purpose without prior negotiation.
- 6. INDEMNITY.** To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless LSCS, its agents, employees, officers, administrators, 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.

7. INSURANCE. Prior to commencing performance, the CONTRACTOR shall secure, and maintain in force until final acceptance of the project, the following kinds of insurance in the following amounts:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory Limit-State of Texas
Employer’s Liability	
Bodily Injury By Accident	\$500,000 Ea. Accident
Bodily Injury By Disease	\$500,000 Ea. Employee
Commercial General Liability	\$1,000,000 Ea Occurrence/ \$2,000,000 Aggregate
Includes: Comprehensive Form Premises/Operations Underground Explosion & Collapse Hazard Products/Completed Operations Contractual Independent Contractors Broad Form Property Damage Personal Injury Fire Damage	Any One Fire \$500,000
Medical Expense	Any One Person \$20,000
Owner’s Protective Liability	\$1,000,000 Ea. Occurrence
Commercial Auto Liability	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 (if applicable)

LSCS 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 LSCS. Certificates of Insurance evidencing the proper coverage must be provided and accepted by LSCS prior to the start of work and any change in coverage must be reported 30 days prior to taking effect. The insurance carrier must be an “A+” rated carrier. The CONTRACTOR’S policy must also state that it is primary over any other available insurance that it may carry.

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 LSCS, 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.

8. RELATIONSHIP OF THE PARTIES. It is agreed and understood that the CONTRACTOR is an independent contractor and not an agent or employee of LSCS. Nothing in this Contract shall be construed to create a joint venture, partnership, association, or like relationship between the parties.

9. TERMINATION. LSCS reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any service in connection with this Agreement at any time upon thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR may terminate this Agreement upon thirty (30) days written notice to LSCS should LSCS substantially fail to perform their obligations under the terms of this Agreement. LSCS'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 LSCS as a result of any default or consequence of termination.

10. SUCCESSORS AND ASSIGNS. LSCS 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 LSCS. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than LSCS and CONTRACTOR.

11. NOTICES. All notices, requests, demands and other communications required hereunder shall be written and shall be deemed to have been personally delivered when deposited in a regularly maintained receptacle of the United States Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to:

To LSCS at:

Lone Star College System

Attn: _____

To CONTRACTOR at:

or, at any other address which may be given by either party to the other in the manner provided above.

12. CORPORATE FRANCHISE TAX. 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 LSCS shall be entitled to terminate this Agreement upon written notice thereof to Contractor (or other designation).

13. COMPLIANCE. 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 System or its components, CONTRACTOR agrees to abide by the policies and procedures of the System and its components relative to conduct on its premises.

14. VENUE. 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.

15. MISCELLANEOUS.

- (a.) 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.
- (b.) Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against LSCS. It is agreed by LSCS and the CONTRACTOR that this Agreement is intended for the benefit of LSCS and CONTRACTOR only and not for the benefit of architects, engineers, contractors, subcontractors, including suppliers or any of their employees or agents, or any other person.
- (c.) This Agreement shall be governed by the laws of the State of Texas.
- (d.) Any disputes under this agreement will be handled in accordance with Section 2260 of the *Texas Government Code*.
- (e.) This agreement contains the entire Agreement between LSCS and the CONTRACTOR and can be modified only by written instrument signed by authorized representatives of LSCS and the CONTRACTOR. In the case of any conflict between this instrument and the exhibits, this instrument will govern.

*****SIGNATURE PAGE FOLLOWS*****

EXECUTED in the year and day referenced first above mentioned.

CONTRACTOR

LONE STAR COLLEGE SYSTEM

Signature

Signature

Title

Title

Date: _____

Date: _____

Note: Modification of this Form requires approval of OGC