



**MASTER JOB ORDER
CONTRACT**

between

Friendswood I.S.D.

and

**for FACILITIES & MAINTENANCE
JOB ORDER CONTRACTING
SERVICES (JOC)**

MASTER JOB ORDER CONTRACT

Friendswood Independent School District (an educational institution organized and existing under the laws of the State of Texas (hereinafter referred to as District), with offices at 302 Laurel Drive, and _____, a Texas corporation (hereinafter referred to as Job Order Contractor), with offices at _____, agree as follows:

ARTICLE 1

DEFINITIONS

1.1 The term "District" means District's Contracting Officer or a duly authorized representative, which means any person specifically authorized by District to act on its behalf by executing the Contract, and any modification thereto. District's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

1.2 The term "Job Order Contractor" means Job Order Contractor's senior manager or its duly authorized representative which means any person specifically authorized by Job Order Contractor to act on its behalf by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

1.3 The terms "Master Job Order Contract" or "Contract" as used herein means this agreement including its attachments and any Job Orders that may be issued.

1.4 The term "Subcontract" as used herein means any agreement, including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5 The term "Job Order" means a specific written agreement between District and Job Order Contractor for Work to be performed under this Contract.

ARTICLE 2

JOB ORDERS

2.1 Performance of Work under this Contract shall be undertaken only upon the issuance of written Job Orders by District, and executed by District and Job Order Contractor. Job Orders will set forth, with the necessary particularity, the following:

- a. Job Order Contractor's name;
- b. The agreed Work and any applicable technical specifications and drawings;
- c. The agreed deadline for performance and, if required by District, a work schedule;
- d. The place of performance;
- e. The agreed total price for the Work to be performed;
- f. Submittal requirements;
- g. District's authorized representative who will accept the completed Work;
- h. Signatures of the parties; and
- i. Such other information as may be necessary to perform the Work.

2.2 The agreed total price for the Work shall be in accordance with, and shall not exceed the prices submitted in Job Order Contractor's Proposal dated June 6, 2022, the terms of which are incorporated by reference to form part of this Contract.

2.3 Job Orders may only be amended in writing, and amendments must be signed by both parties.

ARTICLE 3

PERMITS AND RESPONSIBILITIES

3.1 Job Order Contractor shall be responsible for obtaining any necessary licenses and permits; and, for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. District will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

3.2 Unless otherwise provided in this Contract, Job Order Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and that are legally required when bids are received or negotiations concluded.

3.3 Job Order Contractor shall comply with and give notices required by laws, ordinance, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

3.4 If Job Order Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to District, Job Order Contractor shall assume responsibility for such Work and shall bear all costs attributable to correction.

ARTICLE 4

MATERIAL AND WORKMANSHIP

4.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. Job Order Contractor shall obtain District's approval of the machinery and mechanical and other equipment to be incorporated into the Work. All work under the Contract shall be performed in a skillful and workmanlike manner.

ARTICLE 5

CONTRACT TERM

5.1 The base term of this Contract is two (2) years and shall commence on the date it was executed by both parties and shall terminate in accordance with the terms and conditions of this Contract, unless terminated earlier in accordance with the terms of this Contract. At its sole discretion, District may exercise renewal options for up to three (3) additional one-year terms with no change in pricing. This Contract will remain in full force and effect during the performance of any Job Order.

ARTICLE 6

COMPENSATION

6.1 As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, District shall pay Job Order Contractor the amounts specified in the individual Job Orders, which shall be based on Job Order Contractor's accepted proposal, and in a form substantially similar to Exhibit A.

ARTICLE 7

INVOICING AND PAYMENTS

7.1 Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work.

7.2 If progress payments are made for any Job Order, District may retain five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the

Job Order. Such retainage will be released within sixty days after final completion of the Job Order and acceptance of the Work under the Job Order.

7.3 District shall pay all unpaid and undisputed amounts due Job Order Contractor under this Contract within thirty (30) days, after:

- a. Completion and acceptance of the Work;
- b. Presentation of a properly executed invoice; and
- c. Consent of Job Order Contractor's surety, if any.

7.4 Job Order Contractor shall submit invoices to the District at the following address:

FISD Accounts Payable
accounting@fisdk12.net
302 Laurel Drive, Friendswood, Texas 77546

ARTICLE 8

WARRANTY OF WORK

8.1 In addition to any other warranties in any Job Orders, Job Order Contractor warrants that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

8.2 The contractual correction period shall continue for a period of one (1) year from the date of final acceptance of the Work. If District takes possession of any part of the Work before final acceptance, the correction period shall continue for a period of one (1) year from the date possession is taken.

8.3 Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to any plans, specifications, District requirements, or any defect in work. In addition, Job Order Contractor shall remedy, at Job Order Contractor's expense, any damage to District's real or personal property, when that damage is the result of:

- a. Job Order Contractor's failure to conform to requirements; or
- b. Any defect of equipment, material, workmanship, or design furnished by Job Order Contractor

8.4 Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. Job Order Contractor's contractual correction period with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

8.5 District shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

8.6 If Job Order Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, District shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

8.7 With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of District; and
- c. Enforce all warranties for the benefit of District;

8.8 The rights and remedies of District in this Article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 9

TERMINATION FOR CONVENIENCE OF DISTRICT

9.1 District may, with or without cause, terminate performance of the Work under this Contract in whole or, from time to time, in part, if District determines that termination is in District's interest. District shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the effective date, which shall not be less than seven (7) days.

9.2 After termination, Job Order Contractor shall submit a final invoice for the cost of the work and a reasonable markup for overhead and profit on work already performed through the effective date of termination. Job Order Contractor shall not be entitled to any other compensation or damages from District in the event of termination.

ARTICLE 10

SAFETY

10.1 Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

10.2 Job Order Contractor shall provide its employees safety training to include special training prior to working with hazardous materials or operations.

10.3 Job Order Contractor shall, at its expense, provide warning signs, barricades and verbal warnings as required.

10.4 Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

10.5 Job Order Contractor shall promptly notify District of any accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to District.

10.6 Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

ARTICLE 11

OTHER CONTRACTS

11.1 District may undertake or award other contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other general contractors and with District's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by District. Job Order Contractor shall not commit or permit any act that will interfere with the performance of work by any other general contractor or by District's employees.

ARTICLE 12

PERFORMANCE AND PAYMENT BONDS

12.1 PAYMENT BOND:

If the work request value is in excess of \$25,000.00, a Payment Bond is required for the amount of the work request, and shall be submitted to District before the commencement of any work

12.2 PERFORMANCE BOND:

If the work request is in excess of \$100,000.00, a Performance Bond is required for the amount of work request, and shall be submitted to District before the commencement of any work.

ARTICLE 13

INSURANCE

13.1 Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below from an insurer acceptable to District. All insurance companies providing coverage shall maintain a minimum AM BEST rating of "A-VII". Such insurance shall protect Job Order Contractor from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. BUILDERS RISK/PROPERTY INSURANCE – For job order contracts in the amount of \$50,000 or more, and depending on the scope of work performed, Builders Risk/Property Insurance may be required.
- b. WORKERS’ COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Texas or any Federal statutes as may be applicable to the Work being performed under this Contract.

EMPLOYER’S LIABILITY INSURANCE with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Policy Limits
\$1,000,000	Each Employee

- c. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than:

\$1,000,000	Commercial General Liability – per Occurrence
\$2,000,000	Products / Completed Operations – Aggregate
\$2,000,000	Annual Aggregate

- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:

\$1,000,000	Bodily Injury / Property Damage
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13.2 The policies providing Commercial General Liability and Automobile Liability insurance shall be endorsed to name District as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to District.

13.3 All policies providing Job Order Contractor’s insurance as required in Paragraph 13.1 above shall be endorsed to provide the following:

- a. Thirty (30) days written notice of cancellation or non-renewal given to District at the address designated in Article 17.
- b. District and its officers, directors, representatives, agents and employees shall be endorsed as an Additional Insured/Loss Payee on all policies except for Workers Compensation insurance.
- c. Waiver of Subrogation in favor of District and its officers, directors, representatives, agents and employees shall be added by endorsement on all policies.

- d. Occurrence Basis and shall be continued for a period of not less than one (1) year after completion of the Work on the Project.
- e. Premises operations.
- f. Blanket Contractual Liability.
- g. Broad Form Property Damage.
- h. Independent Contractors.
- i. Per project aggregate limit.
- j. Provide a statement of claims against the aggregate limit with each renewal certificate.
- k. XCU exclusions to be removed when underground work is performed.

13.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

13.5 Proof of compliance with these insurance requirements shall be furnished to the District in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished District not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

13.6 Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by District upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

ARTICLE 14

INDEMNIFICATION

14.1 Job Order Contractor shall hold District, its agents, employees, Trustees and other officers harmless from any claim or liability asserted against it by reason of the negligence of Job Order Contractor, its agents, servants and employees in the performance of this Contract.

ARTICLE 15

WAGE RATES AND EMPLOYEES/SUBCONTRACTORS

15.1 In compliance with the laws of Texas relating to Labor, Job Order Contractor and each subcontractor shall pay to all laborers, workmen and mechanics employed by them in execution

of this contract not less than the rates of pay determined to be the prevailing wages in the area of the construction site in the State of Texas for each craft or type of workman, mechanic and apprentice required to execute this contract.

15.2 The prevailing rates of wages shall be paid on the project in conformity with the laws of the State of Texas including but not limited to Tex. Gov't Code, Chapter 2258.

15.3 Job Order Contractor shall comply with the provisions of Section 22.0834 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code, related to Criminal History Review and Background Checks.

ARTICLE 16

CONTRACT ORDER OF PRECEDENCE

16.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Contract Modifications, if any
- b. This Contract and its Attachments;
- c. Job Order Contractor's Proposal;
- d. Job Orders;
- e. Drawings; and
- f. Specifications.

ARTICLE 17

NOTICES

17.1 All notices to either party by the other shall be delivered personally or sent by first class United States mail, registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

- a. District: Friendswood I.S.D.
302 Laurel Drive
Friendswood, TX 77546

- b. Job Order Contractor: _____

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

ARTICLE 18

SEVERABILITY AND ASSIGNABILITY

18.1 If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

18.2 This Contract is not assignable by Job Order Contractor.

ARTICLE 19

WAIVERS

19.1 Neither District's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Job Order Contractor shall be and remain liable to District in accordance with applicable law and the terms of this Contract for all damages to District caused by Job Order Contractor's negligent act, error or omission in the performance of any of the Work.

19.2 The waiver by District of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

ARTICLE 20

AUDIT OF RECORDS

20.1 Pursuant to applicable laws, Job Order Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of this Contract. All records shall be subject to inspection and audit by District at reasonable times. Upon request, Job Order Contractor shall produce the original of any or all such records. If approved by District, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

ARTICLE 21

INTERPRETATION, JURISDICTION AND VENUE

21.1 This Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Jurisdiction and venue for any suit, right or cause of action arising under or in connection with this Contract shall be exclusively in Galveston County, Texas.

21.2 The prevailing party in any judicial proceeding arising from this Contract shall recover its reasonable and necessary attorneys' fees.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of Job Order Contractor on the ____ day of _____, 20____, and has been executed by and on behalf of District the ____ day of _____ 20__.

JOB ORDER CONTRACTOR:

a Texas corporation

By: _____

Name: _____

Title: _____

DISTRICT:

FREINDSWOOD INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Amber Petree

Title: CFO