

JOB ORDER CONTRACT MASTER AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

THIS AGREEMENT is entered into this the _____ day of _____, 2015, by and between the CITY OF CORPUS CHRISTI, a Texas home rule municipal corporation located in the County of Nueces, State of Texas, acting through its duly authorized City Manager or designee, termed in the Contract Documents as "City," and JE Construction Services, a Company termed in the Contract Documents as "Contractor," upon these terms, performable in Nueces County, Texas:

WHEREAS, the City's Department of Engineering Services issued a Request For Proposals (RFP) No. 2014-07 – Agreement for Job Order Contracting (JOC), for the Minor Construction, Repair, Rehabilitation, and Alteration of Facilities (the "RFP") to provide Job Order Contracting Services on an on-call or as-needed basis, through individually priced job orders or job order contracts (Job Orders or JOCs) for the maintenance, repair, alteration, renovation, remediation, or construction of facilities; and

WHEREAS, Contractor submitted a proposal in response to the RFP (the "Proposal") and was selected for recommendation for award; and

WHEREAS, the Corpus Christi City Council authorized award of this JOC Master Agreement (the "Agreement") to Contractor on _____ day of _____, 2015; and

WHEREAS, the parties desire to enter into a Job Order Contract Master Agreement to set the terms and conditions the parties must follow,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. *Terms.*
 - a. *Agreement.* This Agreement consists of the Contract Documents, the RFP No. 2014-07, Contractor's Proposal submitted in response to RFP No. 2014-07, and this Job Order Contract Master Agreement, including all attachments and exhibits (collectively, the "Agreement"), which provides terms and conditions with which the parties agree to comply for any "Job Order Task" or "Job Order Contract" (JOC) executed between the parties under the Department of Engineering's JOC Program.
 - b. *Job Order Contract Master Agreement/ (the "JOC Master Agreement" or the "Agreement")* refers to this Agreement, a competitively awarded master agreement with an undefined Statement of Work (SOW). The work is of an indefinite quantity and a recurring nature, delivered on an on-call or as needed basis, through individually priced job orders or job order contracts (JOC). The JOC Master Agreement may support a broad assortment of facilities construction work. In this

Agreement, the *JOC Master Agreement* may also be referred to as the *Agreement for Job Order Contracting*, the *JOC Agreement*, or the *Agreement*.

c. *Job Order or Job Order Contract (JOC)* as referred to in this Agreement is an individually priced job or task order, based on the Contractor's previously proposed coefficient(s) and a definitive SOW. Individual job orders are firm fixed price upon issuance. The term "job order" or "job order contract" refers to an individually priced job order based on pre-established unit prices applied to estimated quantities for a fixed lump sum price or a unit price order based on the quantities and line items delivered. In this Agreement, *Job Order Contract (JOC)* may also be referred to as *Job Order*, *Job Order Task*, or *Task Order*.

d. *Contract Documents*. The Contract Documents for each JOC will include this Agreement, the bid proposal and instructions, the General and Special Provisions and Requirements for Municipal Construction Contracts of the City of Corpus Christi, plans and specifications, including all maps, plats, blueprints, and other drawings, any Performance and Payment bonds, addenda, the Contractor's Proposal to RFP No. 2014-07, the JOC Master Agreement, and related documents which shall be made a part of each JOC, all of which will constitute the contract for each project or JOC.

2. *General Scope of JOC.*

a. The City has awarded or will award one or more JOC Master Agreements or JOC Agreements. The type of work to be supported is for the maintenance, repair, alteration, renovation, remediation, or construction of facilities. The work is of a recurring nature but the delivery times are quantities are indefinite.

b. *JOCs apply to facilities work*. The JOC Master Agreement and any individual JOC applies only to a facility that is a building, or a structure or land, whether improved or unimproved, that is associated with a building. The JOC does not apply to a highway, road, street, bridge, utility, wharf, dock, airport runway or taxiway, drainage, or related type of project associated with civil engineering construction. The City currently owns approximately 1200 properties that require a variety of minor construction, repair, rehabilitation, or alteration services, including but not limited to services for construction in three (3) areas: general mechanical/electrical/plumbing (MEP); and roofing.

c. *Minor construction* may include new office construction (as well as demolition) to completing a new floor plan, etc.

d. *Repair* is defined as work that involves the reparation of a broken system, component, or sub-component of a building such as doors, electrical outlets, plumbing, flooring, sheetrock, and/or air conditioning systems, etc.

- e. *Rehabilitation* is defined as work that involves the restoration of an office, floor, system or component of a system in order to restore functionality. Alteration is defined as work that involves extending a wall, upgrading lighting fixtures, installing a door where one did not exist, replacing flooring, etc.
3. *Scope and Duty of Contractor.*
- a. For each JOC, the Contractor shall construct and complete the improvements according to the Plans and Specifications in a good and workmanlike manner for the prices and conditions set out in the Contractor's bid proposal and as provided under the JOC.
- b. Contractor shall supply at its expense such materials, services, labor and insurance as required by the Contract Documents, including overseeing the entire job.
- c. Contractor shall be responsible for providing all labor, material, tools, instruments, supplies, equipment, transportation, mobilization, insurance, subcontracts, bonds, supervision, management, reports, incidentals, and quality control necessary to complete work for the minor construction, repair, rehabilitation and alteration of city facilities.
4. *Time Limit for Bid Proposals Requested.* There will be limited time from the time the City first contacts the Contractor and "assigns" the project to the time the City issues an authorization to begin work. The Contractor shall submit its Proposal as soon as possible, but not later than ten (10) calendar days after the City's request for that the Contractor investigate, plan, and submit an estimate and schedule (a proposal) for a given job order. Failure to comply with the Time Limit for Bid Proposals Requested is a breach of contract, under both this Agreement and under each JOC executed pursuant to the this Agreement.
5. *Contractual unit prices.* The City establishes contractual unit prices for job order contracts by specifying the R.S. Means Cost Data Books and certain applicable divisions or line items listed and more fully described in Section III.A of the RFP.
6. *Coefficients or multipliers.* The Contractor's proposed two (2) coefficients or multipliers are to be applied to the price book or prepriced work items as the price proposal. Coefficients or multipliers are more fully described in Section III.A of the RFP.
7. *Compensation to Contractor.* City shall pay Contractor in current funds for performance of each Job Order Contract in accordance with both this Agreement and the JOC, as the work progresses.
8. *Maximum aggregate price.* The maximum aggregate price for work over any one year of this Agreement's term is two million dollars.

9. *No guaranteed minimum.* This JOC Master Agreement provides for no guaranteed minimum amount of job orders, no amount of work, and no dollar amount.

Term. The Term of this Agreement is for a base term of two (2) years with the option to renew annually on an administrative basis for not more than three (3) additional years. The City Manager or designee (Director of Engineering Services) shall have the option to renew the agreement annually for not more than three additional years. The option to renew will be exercised administratively.

10. *Performance and payment bonds required.* The Contractor shall provide performance and payment bonds (1) if required by law, based on the amount or estimated amount of any job order; or (2) if otherwise required by the City regardless of the estimated amount of a job order. At a minimum, the JOC Contractor will be required to provide a payment bond on all job orders that exceed \$25,000 and a performance bond on all job orders that exceed \$100,000.

11. *JOC Specific Requirements.*

a. With the exception of emergencies, any work required by the City shall be ordered through the issuance of a formal written Job Order Contract or JOC containing the approved Job Order Proposal along with a City Issued Purchase Order.

b. Job Order Proposals are to be submitted to the City at no additional cost. The RFP resulted in multiple awards for multiple JOC Agreements, and the City may elect, at its own discretion, to solicit JOC Proposals from one or more of the awarded JOC Contractors depending upon the estimated value and/or complexity of the proposed project. Determination to solicit multiple proposals or from only one awarded JOC Contractor shall be on a case by case basis, as deemed in the best interest of the City.

c. Upon review of the Job Order Proposal(s), the City shall have the right to reject all proposals, cancel a proposed project or elect to perform work utilizing city personnel. The City shall not be responsible for payment or costs incurred by the awarded contractors for the preparation and submission of a Job Order Proposal regardless of project outcome.

d. In the event that design services, construction drawings and/or plans are required, the City shall obtain these services from city resources or from a third-party consultant. The Contractor will not be permitted to contract with or hire consultants.

e. The Unit Price Book(s) shall serve as a basis for establishing the value of work to be performed. The Contractor's Job Order Proposal shall be submitted to the City as negotiated under this JOC Master Agreement, as submitted in accordance with the Contractor's Proposal, Exhibit E.

12. *Scheduling of Work*

- a. The first day of performance shall be the effective date specified in the Job Order Contract. Any preliminary work started, materials ordered or purchased prior to receipt of the City's Purchase order shall be at the Contractor's risk and expense.
- b. The Contractor shall meticulously prosecute the Work to completion with the time set forth in the Job Order.
- c. The period of performance shall include allowance for mobilization; holidays; weekend days; inclement weather; cleanup and project acceptance procedures.
- d. When the Contractor considers the Work to be complete and ready for its intended use, the Contractor shall notify the Director of Engineering Services or designee. The City shall inspect the Work to determine the status for completion. The contractor shall proceed promptly to complete or correct items listed.
- e. Contractor shall ensure that the purchase, delivery and storage of materials and equipment shall be made without interference to the City operations and personnel.
- f. The Contractor shall be responsible for removing furniture and/or portable office equipment from the immediate work area as well as replacing to its original location upon work completion. In the event that said items cannot be replaced within its original location, the City shall designate alternate location(s) for placement.
- g. The Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages must be repaired or replaced by the Contractor at no additional cost to the City. The Contractor shall also be responsible for providing all necessary traffic control, to include but not limited to street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
- h. The Contractor shall be responsible for obtaining all required permits applicable to performance under any single order placed against this contract. The City shall be responsible for the cost of any and all City permits.
- i. The Contractor shall allow authorized City personnel to inspect and audit any books, documents, papers, data and records relating to performance throughout the term of said JOC Agreement. The City reserves the right to audit and/or examine such records at any time during the progress of this Agreement and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

13. **Contractor's Project General Manager.** The Contractor's Project General Manager shall be knowledgeable in multiple disciplines including electrical, mechanical, HVAC, paving, landscaping, painting, roofing and plumbing.
14. **Safety Plan.** The Contractor may be required to submit to the City for approval, a Safety Plan within fifteen (15) calendar days after Award of Agreement. Said plan must address all aspects of the Contractor's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City inspectors.
15. **Warranty of Construction.** The Contractor shall warrant 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 the contractor or any of its subcontractors or suppliers at any tier. All work provided by the Contractor shall be warranted for a minimum period of one (1) year from the date of final acceptance of the Work. Equipment warranties shall be as required under the Statement of Work.
16. **Training.** Upon execution of this Agreement, the Contractor shall make arrangements and provisions to conduct a minimum of two (2) training classes for City staff to include but not limited to the JOC Process, explanation and use of the specific R.S. Means Cost Data Book, Cost Index, and the Unit Price Book, at no additional cost to the City.
17. **"Green Building" Program.** In an effort to conserve resources as well as preserve our environment, the City is in the process of developing a program to support a "Green Building" policy for all new city-owned and funded facilities. A "green building", also known as a high performance building, shall include a structure or facility that is designed, build, renovated, and operated in a resource-efficient and healthful manner. Green buildings are designed to meet certain objectives such as: conserve energy and water, use renewable, recyclable or reclaimed materials, protect occupant health, optimize use of local and regional resources, and reduce the overall impact of that new structure to the environment. The program initiatives for a "Green Building" policy may include the following:
 - a. All new buildings and major renovations constructed by the City of Corpus Christi or its contractors and funded directly by the City of Corpus Christi shall be designed and constructed with economical and technically feasible green building components.
 - b. The City of Corpus Christi shall focus this green building policy in an effort to meet the requirements of the Texas Emissions Reduction Plan, specifically Chapter 388. Section 388.005 of the Texas Health and Safety Code, which states that certain political subdivisions should: (a) implement all cost effective "energy efficiency measures" in order to reduce electric consumption by the existing facilities, (b) establish a goal to reduce electric consumption by its facilities of five (5%) percent each year for five years, and (c) annually report to State Energy Conservation Office (SECO) its efforts and progress in reduction of electricity.

- c. City staff will develop a green building program for the city facilities targeted in this policy. This green building program will describe the standards of the green building components, including standards for energy efficiency, renew-able materials, water conservation, air flow, and site location. This program shall also describe the target buildings, exemptions, and methods to achieve the goals of this policy. The development of this plan will include an evaluation of the AIA "2020 Challenge," the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), and the Environmental Protection Agency's Energy Star Program. Feasible components of these programs will be incorporated into this plan. A review of the accomplishments made under this plan shall be reported to City Council annually.
- d. All maintenance practices performed by the City of Corpus Christi shall incorporate energy efficiency and green building practices, as reasonably possible.
18. *Worker's Compensation Coverage.* Texas law requires that contractors, subcontractors and others must be covered under Worker's Compensation insurance, authorized self-insurance or a worker's compensation coverage agreement. Throughout this Agreement such coverage must be provided. Contractor shall comply with the Insurance Requirements for Worker's Compensation Coverage as described and shown in the Notice to Contractors **Attachment J**.
19. *Insurance.* Contractor shall comply with the Insurance Requirements as described and shown in **Attachment F**.
20. *Indemnification.* **Contractor shall fully indemnify and save harmless the City of Corpus Christi, its officers, agents and employees, as required in Attachment G.**
21. *Independent Contractor.* Contractor, it and all persons designated by it to provide services in connection with this Agreement or any JOC executed pursuant to this Agreement is, (are) and shall be deemed to be independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Contractor's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that is has such authority.
22. *Governing Law and Venue.* This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, and venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Nueces County, Texas.
23. *Survivability.* The unenforceability, invalidity or illegality of any provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal, but the parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the parties.

24. **Captions.** The captions, titles and headings in this Agreement are merely for the convenience of the parties and shall neither limit nor amplify the provisions of the Agreement itself.
25. Notices to be given by either party to the other relative to this Agreement shall be in writing. Both parties agree that any such notice shall be effective when personally delivered or deposited, postage paid, in the U.S. Mail addressed by certified mail, return receipt request, as follows:

CITY:

for legal notices send to:

City of Corpus Christi
Veronica Ocanas, Assistant City Attorney
City Attorney's Office
P.O. Box 9277
Corpus Christi, TX 78469-9277
Tel: 361-826-3375
Fax: 361-826-3239

for any questions regarding the administration and management of this agreement send to:

Graziella Mesa
Project Manager
Department of Engineering Services
1201 Leopard St.
Corpus Christi, TX 78401
Tel: 361-826-3550
Fax: 361-826-3501
Email: graziellam@cctexas.com

CONTRACTOR:

Name: GRANT DIETZE
Title: VP
Address: 11309 LEOPARD ST. UNIT E
CORPUS CHRISTI, TX 78410
Tel: (361) 933-0501
Fax: (361) 752-4202

26. TABLE RE DIVISION 01

DIVISION 01

01 11 31 Professional Consultants		
	01 11 31.10 01 11 31.30	ONLY ALLOWABLE AS REQUIRED BY STATEMENT OF WORK IF PERMITTED BY LAW
	01 11 31.20 01 11 31.50 01 11 31.75	NOT AUTHORIZED
02 21 16 CONTINGENCY ALLOWANCE		
	01 21 16.50	NOT AUTHORIZED
01 21 55 JOB CONDITION ALLOWANCE		
	01 21 55.50	NOT AUTHORIZED
02 21 57 OVERTIME ALLOWANCE		
	01 21 57.50	ONLY ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 21 61 COST INDEX		
	01 21 61.10 01 21 61.30 01 21 61.50	AVERAGE
01 21 63 TAXES		
	01 21 63.10	SHALL BE INCLUDED WITHIN CONTRACTORS COEFFICIENT
01 31 13 PROJECT COORDINATION		
	01 31 13.20 01 31.13.30 01 31.13.40 01 31 13.60 01 31 13.80	SHALL BE INCLUDED WITHIN CONTRACTORS COEFFICIENT
	01 31 13.50	NO AUTHORIZATION
	01 31 13.90	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 32 13 SCHEDULING OF WORK		
	01 32 13.50	SHALL BE INCLUDED WITHIN CONTRACTORS COEFFICIENT
01 32 33 PHOTOGRAPHIC DOCUMENTATION		
	01 32 33.50	ROUTINE DOCUMENTATION FOR CONTRACTORS RECORDS, SHALL BE INCLUDED WITHIN CONTRACTORS COEFFICIENT
01 41 26 PERMITS		
	01 41 26.50	ITEM 0020 WILL BE AUTHORIZED AS REQUIRED BY STATEMENT OF WORK

01 45 23	TESTING AND INSPECTING SERVICES	
	01 45 23.50	ROUTINE TEST FOR CONTRACTORS RECORDS AND DOCUMENTATION SHALL BE WITHIN CONTRACTORS COEFFICIENT. ADDITIONAL TESTING REQUIRED BY THE CITY WILL BE BY A SEPARATE CITY CONTRACT
01 51 13	TEMPORARY UTILITIES	
	01 51 13.80	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 52 13	FIELD OFFICES AND SHEDS	
	01 51 13.20	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
	01 51 13.40	NOT AUTHORIZED
01 54 09	PROTECTIVE EQUIPMENT	
	01 54 23.60 01 54 23.70 01 54 23.75 01 54 23.80	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 54 23	TEMPORARY SCAFFOLDING AND PLATFORMS	
	01 54 23.60 01 54 23.70 01 54 23.75 01 54 23.80	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 54 26	TEMPORARY SWING STAGING	
	01 54 26.50	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 54 36	EQUIPMENT MOBILIZATION	
	01 54 36.50	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 54 39	CONSTRUCTION EQUIPMENT	
	01 54 39.70	SHALL BE INCLUDED WITHIN CONTRACTORS COEFFICIENT
01 55 23	TEMPORARY ROADS	
	01 55 23.50	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 56 13	TEMPORARY AIR BARRIERS	
	01 56 13.60 01 56 13.90	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 56 23	TEMPORARY BARRICADES	
	01 56 23.10	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 56 26	TEMPORARY FENCING	
	01 56 26.50	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 56 29	TEMPORARY PROTECTIVE WALKWAYS	
	01 56 29.50	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 58 13	TEMPORARY PROJECT SIGNAGE	
	01 58 13.50	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 71 23	FIELD ENGINEERING	
	01 71 23.13 01 71 23.19	ONLY ALLOWABLE AS REQUIRED BY STATEMENT OF WORK, IF PERMITTED BY LAW

01 74 13	PROGRESS CLEANING	
	01 74 13.20	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK
01 91 13	COMMISSIONING	
	01 91 13.50	ALLOWABLE AS REQUIRED BY STATEMENT OF WORK

Contract Contact/Project Manager.

for any questions regarding the administration and management of this agreement send to:

Graziella Mesa
 Project Manager
 Department of Engineering Services
 1201 Leopard St.
 Corpus Christi, TX 78401
 Tel: 361-826-3550
 Fax: 361-826-3501
 Email: graziellam@cctexas.com

CONTRACTOR:

Name: GRANT DIETZE
 Title: VP
 Address: 11309 LEOPARD ST UNIT E
CORPUS CHRISTI, TX 78410
 Tel: (361) 933-0501
 Fax: (361) 752-4202

**ATTACHMENTS to JOC MASTER AGREEMENT
 and to RFP No. 2014-07
 Agreement for Job Order Contracting for
 Minor Construction, Repair, Rehabilitation, and Alteration of Facilities**

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ATTACHMENTS

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Contractor's Completed Pricing Schedule Form	RFP Attachment E
INSURANCE REQUIREMENTS	RFP Attachment F

INDEMNIFICATION REQUIREMENTS	RFP Attachment G
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Signed in four (4) parts at Corpus Christi, Texas on the date shown above.

ATTEST

CITY OF CORPUS CHRISTI

City Secretary

By: _____
Jerry Shoemaker, P. E.,
Acting Director of Capital Programs

APPROVED AS TO LEGAL FORM

By: _____
Asst. City Attorney

CONTRACTOR

ATTEST: (If Corporation)

JE Construction Services

(Seal Below)

By:  _____

(Note: If Person signing for corporation is not President, attach copy of authorization to sign)

Title: VP
11309 Leopard Street, Unit E
Corpus Christi, TX 78410
(361) 933-0501 Office
(361) 752-4202 Fax

Job Order Contracting (JOC)
for the Minor Construction, Repair,
Rehabilitation, and Alteration of Facilities

Attachments A through M

Available Upon Request