



## AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement for Services (“Agreement”) is entered into as of **Month, Day and Year** between the **Fort Bend Independent School District** (hereinafter “**FBISD**”) and **Name of Contractor and Full Address**, (hereinafter “**Contractor**”). FBISD and Contractor may be referred to singularly as a “Party” and collectively as the “Parties.”

**1. PROJECT:**

Insert detailed description of Project along with School Name, Address, (FBISD Project Number or the “Project”) as set forth in the detailed proposal from Contractor (Exhibit F), which is attached hereto and incorporated herein for all purposes. Insert CSP Number as appropriate.

In the event of any inconsistency between Exhibit F and this Agreement, this Agreement shall prevail.

**2. ARCHITECT/ENGINEER:**

Insert Name and Address of Architect/Engineer with phone number and prime contact person at their office

**3. INCORPORATED DOCUMENTS:** FBISD and the Contractor mutually agree that the following documents are incorporated into and made a part of this Agreement by reference, and form the Contract Documents:

1. General Conditions of the Contract
2. Supplemental General Conditions, if any
3. Drawings **Dated: XX/XX/XXXX**
4. Specifications **Dated: XX/XX/XXXX**
5. Addenda (listed below)
6. Unit Prices (Attached as Exhibit \_\_\_\_)
7. Payment and Performance Bonds
8. Contractor’s Insurance Coverage: Exhibit A
9. Contractor’s Certification: Exhibit B
10. Conflict of Interest Questionnaire: Exhibit C
11. Felony Conviction Notice: Exhibit D
12. Suspension and Debarment Certification: Exhibit E
13. List any other documents as Exhibits

The Addenda incorporated into the Contract Documents, if any, are as follows:

Number: __	Date: _____	Pages: _____
Number: __	Date: _____	Pages: _____
Number: __	Date: _____	Pages: _____
Number: __	Date: _____	Pages: _____

**4. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 4.1 The date of commencement of the Work shall be the date fixed in a notice to proceed issued by FBISD.
- 4.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **(XX)** Calendar days from issuance of Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.
- 4.3 Per Section 3.7.6 of the General Conditions, the Contractor agrees that the damages that will be suffered by Owner as a result of untimely completion are difficult to estimate or otherwise ascertain with certainty. Therefore, Contractor agrees to pay to FBISD as liquidated damages, and not as a penalty or forfeiture, the sum of \_\_\_\_\_ **per day** for each calendar day that Substantial Completion is delayed after the date specified above, subject to the any extensions approved as required in the Contract Documents.
- 4.4 Further, per Section 3.7.6 of the General Conditions the Contractor agrees that the damages that will be suffered by Owner as a result of untimely completion of punch list items/ deficiencies noted at time of Substantial Completion are difficult to estimate or otherwise ascertain with certainty. Therefore, the Contractor agrees to pay to FBISD as liquidated damages, and not as a penalty or forfeiture, the sum of \_\_\_\_\_ **per day** for each calendar day that the completion of punch list items is delayed after the date specified in Certificate of Substantial Completion.

**5. CONTRACT SUM**

- 5.1 FBISD shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ (**\$ \_\_\_\_\_**), subject to additions and deductions as provided in the Contract Documents.
- 5.2 The Contract Sum is inclusive of following allowances and/or Owner's contingencies:  
\_\_\_\_\_ (**\$ \_\_\_\_\_**)
- 5.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by FBISD: \_\_\_\_\_ (**\$ \_\_\_\_\_**)

**6. PAYMENTS:** Payments shall be made pursuant to the terms set forth in Section 7 of the General Conditions. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time under the laws of Texas.

**7. TERMINATION:** Termination of the Contract shall be governed by Section 3 of the General Conditions.

**8. BONDS AND INSURANCE:** Insurance certificates and Bonds shall be provided as required by Section 8 of the General Conditions.

9. **NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as of the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, or (iii) received by facsimile.

<b>To Fort Bend ISD</b>
Dept Name: Design and Construction
Attn: Thomas Cooper, Director
Address: 2323 Texas Parkway Missouri City TX 77489
<b>With a copy to:</b>
Legal Department 16431 Lexington Blvd. Sugar Land, TX 77479

<b>To Contractor</b>
_____
Attn: _____
Address: _____
_____
<b>With a copy to:</b>
_____
Attn: _____
Address: _____

10. **CONTRACTOR REPRESENTATIONS:** If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.
11. **CONTRACTOR CERTIFICATION:** Contractor shall complete the “Contractor Certification” regarding the criminal history of covered employees, attached as Exhibit B and incorporated by reference herein. Noncompliance or misrepresentation regarding this certification may be grounds for termination of this Agreement.
12. **CONFLICT OF INTEREST DISCLOSURE:** Prior to and as a condition of doing business with FBISD, Contractor shall complete a Conflict of Interest Disclosure Form, attached hereto as Exhibit C and incorporated by reference herein, and shall disclose any business relationship, past or present, with a sitting Board member or FBISD employee. Failure to disclose the existence of any such relationship may be grounds for termination of this Agreement.
13. **FELONY CONVICTION NOTICE:** Texas Education Code 44.034(a), Notification of Criminal History states, “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” This notice is not required of a publicly-held corporation. If notice is required of Contractor, then Contractor shall complete a Felony Certification Form, attached hereto as Exhibit D and incorporated by reference herein.

14. **DEBARMENT OR SUSPENSION:** Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency. If certification is required of Contractor, then Contractor shall complete a Suspension and Debarment Certification, attached hereto as Exhibit E and incorporated by reference herein.
15. **WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as a waiver of any subsequent breach.
16. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.
17. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
18. **LIMITATIONS:** Terms and conditions of this Agreement will only be binding on FBISD to the extent permitted by the Constitution and laws of the State of Texas.
19. **GOVERNING LAW; VENUE:** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the Parties consent to jurisdiction of the courts in Fort Bend County, Texas.
20. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representations and understandings made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Contractor may not assign this Agreement without FBISD's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.

**Insurance Requirements Waiver** – IF the Insurance Requirements are not applicable to the Services or if FBISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate FBISD representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

By signing below, Contractor acknowledges that FBISD does not provide insurance coverage for Contractor or its employees. Contractor does \_\_\_\_\_ does not \_\_\_\_\_ carry workers' compensation coverage for its employees.

By signing below, Contractor certifies that he or she is not an employee of the District. This includes individuals that are not: (a) currently working due to the District's break/holiday for students and employees; (b) a substitute employee for the District; or (c) a business owned or operated by a District employee.

As the requestor for these contracted services, I understand and approve the terms of this contract, and assure that contracted services have not begun before a purchase order has been issued.

**FORT BEND INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Charles E. Dupre, ED.D  
Superintendent of Schools

\_\_\_\_\_ Date

**CONTRACTOR**

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_ Date

(Note: If the Contractor will earn \$50,000 or more during any twelve-month period, then this Contract must be approved by the Board of Trustees.)

**FBISD INTERNAL USE ONLY**

FBISD Project Manager (Signed as to Review only)

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

FBISD Director of Design and Construction (Signed as to Review only)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas Cooper, AIA NCARB

FBISD Design and Construction Accounting (Activity codes and availability of funds verified)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chrystal Castaneda

**DISTRIBUTION**

**Contractor (Original)**

- FBISD D & C Project File (Original)
- FBISD Legal Counsel (Original)
- FBISD Purchasing
- FBISD Risk Management
- FBISD Project Manager

**Other:**

**EXHIBIT A**

**FORT BEND ISD INSURANCE REQUIREMENTS**

*It is suggested that this Exhibit be provided to the Contractor's Insurance Provider*

Contractor shall not commence work until all required insurance coverage has been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurances on the current ACORD form shall be issued to the District showing all required insurance coverage.

<b><u>Insurance Required</u></b>	<b><u>Limit Required</u></b>
<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit
<b>Comprehensive (Commercial) General Liability</b> insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	\$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments  Per Project Aggregate (CG 70 49)  Evidence of coverage must be shown on certificates of insurance.
<b>Workers Compensation</b> insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000
<b>Umbrella or Excess Liability</b> insurance (excess of primary General Liability, Automobile Liability and WC Coverage B)	\$1,000,000 Limit Higher limits shall be required for construction contract values exceeding \$1,000,000. These limits shall be agreed to in writing with the Owner prior to project commencement.

Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

**Insurance Conditions**

All insurance coverage shall be issued on an Occurrence basis by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

**All certificates must include:**

1. The location or description and the bid number, CSP number or Purchase Order number;

2. A 60 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies, and copies of CG 02 05, TE 02 02A and WC 42 06 01 or their equivalents specifically naming the District;
3. "Additional Insured" on the Property, General Liability, Automobile Liability and Umbrella (Excess) Liability policies naming the District;
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Automobile Liability, Umbrella Liability and the Property insurance policies.

In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured CG 20 10, CG 20 37, CA 04 03, and (b) showing waivers of subrogation in favor of the District: CG 24 04, TE 20 46A, WC 42 03 04A, or their equivalents

All insurance must be maintained for three (3) years following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

Fort Bend Independent School District  
C/o Director  
Address: Design and Construction Department  
2323 Texas Parkway,  
Missouri City, TX 77489

## EXHIBIT B

### Contractor Certification

#### Definitions:

*Covered employees:* Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying criminal history:* Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

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On behalf of **NAME OF CONTRACTOR**, (“Contractor”), I certify that [check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

*Or*

None of Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

*Or*

Some or all of Contractor’s employee are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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Signature

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Date



EXHIBIT C

**CONFLICT OF INTEREST QUESTIONNAIRE  
CIQ**

**FORM**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**If no conflict of interest, please check this box and sign below**

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**EXHIBIT D**

**FELONY CONVICTION NOTICE**

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

*Please sign only one:*

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Contractor \_\_\_\_\_ Date \_\_\_\_\_

**OR**

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_ Date: \_\_\_\_\_  
*(attach additional sheet if necessary)*

Details of Conviction(s):  
\_\_\_\_\_  
*(attach additional sheet if necessary)*

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

