

SECTION AA

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Sealed Stipulated Sum Proposal for the work identified below in accordance with Proposal Documents thereof and such addenda thereto as may be issued prior to date of proposal opening will be received by Richard Garza, CEO for Houston Gateway Academy Inc., until proposal closing date and time, as identified below. Proposals from Contractors will then be opened in public and read aloud.

OWNER: Houston Gateway Academy Inc.

PROJECT: Elite College Prep Academy at Riverstone

PROPOSAL DATE AND TIME: November 7, 2014 - 4:00 PM (CST) Receipt of Competitive Sealed Proposals

PROPOSAL SUBMISSION LOCATION: Houston Gateway Academy Inc., Bowie Campus
7310 Bowie St.
Houston, Texas 77012

ARCHITECT: Hill & Swart Architects, Inc.
3601 S Sandman Suite 270
Houston, Texas 77098
(713)729-0766

Pre-qualified General Contractors only may obtain one set of plans and specifications and one CD with all plans and specifications at place identified below upon paying a refundable \$400 fee per set with check made payable to Houston Gateway Academy, Inc. Fee will only be returned once set of plans, specifications and CD are returned within 140 days of proposal closing date.

Proposal Documents will be available beginning September 29, 2014 and may be obtained by requesting website login credentials at riverstone.hgaschools.org or by visiting the following address between 10:00 a.m. and 5:00 p.m. (CST) Monday - Friday:

Houston Gateway Academy, Inc.
7310 Bowie Street
Houston, Texas 77012
(832) 649-2700

All proposals must be in the hands of the Owner no later than the time specified above. Please seal all proposals in duplicate in an envelope with the following information on the face of the envelope.

Name of General Contractor
Name of Project
Name of Bonding Company
Attention: Elizabeth McCarthy

The Owner reserves the right to reject any and all proposals and to waive any informalities in proposals.

No proposal shall be withdrawn within 140 days after the proposal opening without the specific consent of the Owner.

PAYMENT BOND AND PERFORMANCE BOND: A Payment Bond in an amount equal to or greater than 110% and Performance Bond in an amount equal to or greater than 110% of the Contract Sum conditioned upon the faithful performance of the Contract will be required. Please note that all bonding companies presented must be acceptable to the Owner.

PREQUALIFICATION: Proposers are required to comply with certain procedures as enumerated in the Instructions to Proposers regarding prequalification of Proposers.

The prevailing rates of wages are the minimums that must be paid in conformance with all applicable laws of the State of Texas.

Subcontractors and Suppliers intending to submit proposals to General Construction Proposers are required to prepare their proposal based on a complete set of documents. If after reviewing the complete set of documents, Subcontractors and Supplier Proposers desire to purchase individual drawings and specification sections for their convenience, they may do so by ordering the specific drawings and specifications directly from the reproduction company. Each proposer purchasing a partial set of documents is responsible for determining exactly which documents he requires and is responsible for all costs associated with printing and delivery. Subcontractors and Suppliers exercising this option must agree to do so on the basis that documents shall not be used on other construction projects. Successful Subcontractors and Supplier Proposers may retain their Documents until completion of the construction.

All General Contractors submitting a proposal are required to visit the construction site prior to pre-qualification deadline.

END OF SECTION

SECTION AB

INSTRUCTIONS TO PROPOSERS

01 PREQUALIFIED PROPOSERS

- A. Proposals will be accepted from Prequalified General Contractors only for the entire scope of work described in the Contract Documents. As a prerequisite to a Contractor's qualifying for the award of contract on this work, the Contractor must complete each item of the Contractor Information and Experience Statement (AIA Document A305). The Statement forms may be obtained from the office of the Houston Chapter of the American Institute of Architects (A.I.A.), 315 Capitol, Suite 120, Houston, Texas 77002. The Statement shall be submitted to Hill & Swart Architects, Inc., office no later than 5:00 PM on October 24, 2014.
- B. Every interested Proposer shall be required to submit AIA Document A305, (Contractor's Prequalification Statement) to Hill & Swart Architects. Prequalification statements submitted by FAX transmission will not be accepted.
- C. The primary purposes of the evaluation process will be to:
 - 01 Gather information for the Owner's evaluation procedure.
 - 02 Enable the Architect to evaluate the Contractor's qualifications and determine which Contractors the Architect could recommend to the Owner should such recommendation be requested by the Owner.
- D. After completion of the Contractor evaluation process, the Architect will notify the Owner and each Contractor who has submitted a Contractor's Qualification Statement as to the Architect's opinion. In the event the Owner chooses to determine the acceptability of Contractors prior to receipt of Proposals, the Contractors will be notified of the Owner's decision prior to the proposal date, otherwise the Owner will make his decision after receipt of proposals.
- E. In arriving at his opinion concerning the Contractor's qualifications, the Architect will use the same criteria that the Owner will use in determination of the successful Contractor as detailed hereinafter.
- F. In the event a Proposer fails to submit the specified Contractor's Qualification Statement in accordance with the schedule established, such noncompliance shall be considered by both the Owner and Architect as a negative factor in the determination of the successful Proposer.
- G. In the event the Architect notifies a Contractor that it is the Architect's opinion the Contractor has not sufficiently demonstrated his qualifications to perform the subject Contract, taking into consideration the items listed under Paragraph 19.A and the Contractor subsequently decides to submit a Proposal, the Contractor shall be doing so with the knowledge that the Architect will not recommend him as a qualified Proposer.

02 PRE-QUALIFIED SUBCONTRACTORS

- A. In addition to General Contractors certain Subcontractors are required to Pre-qualify to submit a proposal on this project. The Subcontractors that must pre-qualify are listed in certain sections of the specifications and/or in Section AE contained herein.

- B. For all other trades, except those listed, the General Contractor is free to utilize any Subcontractor that the General Contractor feels is a qualified Subcontractor.
- C. Proposers shall include in their proposal only Subcontractor proposals from 1) those Subcontractor firms listed as Acceptable Subcontractors in the Specifications or 2) those Subcontractor firms listed in an Addendum as additional Acceptable Subcontractors.

Those firms listed in the Material Specifications Sections represent Subcontractors about whom the Owner, Architect, or his consultants have past knowledge that the firms have consistently provided acceptable or better performance. The lists are not all inclusive nor is there any warranty, express or implied, on the part of the Owner, Architect or his Consultants that the Subcontractor listed shall perform satisfactorily on this Project nor that they are financially sound at the present time. Since it is required that the Contractor shall have the Contractor-Subcontractor relationship required by the Contract Documents with his Subcontractors, it is imperative that he be satisfied with the ability and financial strength of the listed Subcontractors.

Accordingly, proposers are encouraged to submit for consideration the names and qualifications of other Subcontractors which they feel are qualified by following the procedure enumerated below.

- 01 Contact Hill & Swart Architects and the related consultant.
- 02 Secure a Subcontractor Qualification Statement, execute it and return it to Hill & Swart Architects, Inc., and the related consultant prior to 5:00 PM on October 24, 2014. Statements received by FAX transmission will not be accepted.
- 03 After the proposed subcontractors are investigated and are found to be qualified, their names will be set forth in an addendum indicating them as "Qualified Subcontractors"
- 04 The Owner reserves the right to make a substitution of any subcontractor upon written notice to the contractor after the bid submittal process is completed.

03 PROPOSERS PRESENTATION

Each Proposer by making his Proposal represents that:

- A. He has read and understands the Proposal Documents and his Proposal is made in accordance therewith.
- B. He has visited the site, has familiarized himself with the local conditions under which the work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- C. He agrees to comply with the requirements of the following paragraph. These requirements are absolute, and any Contractor who subsequently does not agree to comply with these requirements will automatically disqualify himself from proposing or receiving award of the contract.
- D. He agrees that:
 - 01 Work on the project will begin immediately upon receipt of Notice to Proceed or no more than 21 days from Award Letter
 - 02 Contractor will participate as a team member in cooperation with the Project Architect and Owner.

- 03 Owner has the right to have up to two Houston Gateway Academy Inc. representatives onsite to observe, discuss and document all work being performed with contractor and subcontractors.
- 04 The Contractor will assign a competent full-time superintendent(s), to the project, and that superintendent(s) shall be maintained on the project on site for the duration of the project, subject only to their continuous employment and notification to owner and architect.
- 05 The Contractor will furnish and pay for a Proposal Bond in the amount of ten percent (10%) of the contract amount.
- 06 If awarded, the Contractor shall furnish and pay for a Payment Bond in an amount equal to or greater than 110% of the Contract Sum and Performance Bond in an amount equal to or greater than 110% of the Contract
- 07 Sum Contractor shall carry and keep in full force for the duration of the Project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions of the
- 08 Specifications.
- Each Proposer by making his Proposal represents that his Proposal includes only material and equipment specified in the Proposal
- 09 Documents and supplemented, if necessary, for a complete and operating system.
- Where subcontract work is involved and where Acceptable Subcontractors are designated for particular sections or phases of the Work, each Proposer by
- 10 making his Proposal represents that his Proposal includes only firms designated as Acceptable Subcontractors.
- Each Proposer (and subcontractor or supplier submitting a proposal to
- 11 a Proposer) shall submit an affidavit stating that no asbestos building materials shall be used.
- Proposer shall perform background checks on its employees, and require the same of its subcontractors, and ensure that person convicted of a felony is not allowed access to the Project while students are present.

04 PROPOSAL DOCUMENTS

- A. Proposal Documents include the Request for Proposal, Instructions to Proposers, the Proposal Form, the Schedule of Values provided by Owner, AIA 101 and AIA 201 Contract documents, and the proposed Contract Documents, including any Addenda issued prior to receipt of proposals. The Contract Documents for the work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to receipt of proposals.

05 PROPOSAL PROCEDURES

- A. A proposal is invalid if it has not been received at the designated location prior to the time and date for receipt of proposals indicated in the Request for Proposals, or prior to any extension thereof issued to the proposers by Addenda.
- B. All requested Alternates shall be proposed. If no change in the Base Proposal is required, enter "No Change".
- C. Prior to the receipt of Proposals, Addenda will be posted to the designated FTP site and will be available for inspection wherever the proposal documents are kept available for that purpose.
- D. Proposals will be received in duplicate only on the Owner's Form of Proposal for the work as indicated by the Proposal Documents, filled in, and enclosed in a sealed envelope addressed as follows:

Name of General Contractor
Proposal for: *Project Name*
Name of Bonding Company
Attention: Elizabeth McCarthy

- E. The Proposal Form must be accompanied by Proposal Bond or Certified Check in the amount of 10% of the greatest amount proposed.
- F. All proposals must be delivered sealed to the above address (AA-1) at or before the time and date set. Proposals will be received at no other place. If Proposal is sent by U.S. Mail, it must be sent Registered Mail and received by the deadline date.
- G. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work therein. Conditional proposals will not be accepted. Award may be made to other than the low-dollar Proposer.
- H. A proposal may be withdrawn only upon request by the Proposer or his duly authorized representative, provided such request is received by the Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. A withdrawal of a proposal shall not be effective unless a written confirmation of the withdrawal is received by the Owner at said place within 48 hours before the time fixed for the opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal at the time and place stated. No proposal may be withdrawn after the time fixed for the opening of proposals for a period of 90 days.

06 INTERPRETATION OF PROPOSAL DOCUMENTS

- A. Proposers and sub-proposers requiring clarification or interpretation of the Proposal Documents shall make a written or verbal request which shall reach the Architect by 5:00 p.m. (CST) on October 31, 2014.
- B. Any interpretation, correction or change of the Proposal Documents will be made by Addendum and posted to the website (riverstone.hgaschools.org). Interpretations,

corrections or changes of the Proposal Documents made in any other manner will not be binding.

07 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials and equipment named in, and the procedures covered by these specifications have been selected as a standard because of quality, particular suitability or record of satisfactory performance.
- B. No substitution will be considered prior to receipt of proposals.
- C. Proposer may submit non-documented alternate proposals, substitutions or value engineering cost savings with their proposal. Proposal form provided in this document must provide cost proposal for the Project as drawn and specified.

08 SUBSTITUTIONS OF SUBCONTRACTORS

- A. (This section deleted.)
- B. (This section deleted.)
- C. (This section deleted.)
- D. (This section deleted.)

09 REJECTION OF PROPOSALS

- A. The Owner shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required Proposal Security, or by other data required by the Proposal Documents, or to reject a proposal which is in any way incomplete or irregular.

10 INSURANCE

- A. Each proposer shall include in his proposal the complete cost for insurance required under the General Conditions and Supplementary Conditions and Section BD Insurance Certificates and Bonds.
- B. Contractor shall carry and keep in full force for the duration of the project, insurance coverage for builder's risk, workmen's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and/or Supplementary General Conditions and Section BD Insurance Certificates and Bonds of the Specifications.

11 PERFORMANCE BOND AND PAYMENT BOND

- A. Each proposer shall include in this proposal the premium costs for 110% Performance Bond and 110% Payment Bond. These bonds shall cover the faithful performance of the contract and payment of all obligations arising thereunder in such form as the Owner may prescribe. The bonding companies must be acceptable to the Owner. The selected proposer shall deliver the required bonds to the Owner not later than the date of execution of the Contract.

12 PROPOSAL SECURITY

- A. (This section deleted)

13 SUBMISSION OF POST PROPOSAL INFORMATION

- A. The apparent successful proposer shall within ten (10) calendar days after awarded submit the following:
 - 01 A designation of the work to be performed by the proposer with his own forces.
 - 02 An experience profile of the selected proposer's superintendent(s) and/or project manager(s) scheduled to work on this project. In addition, the proposer shall cooperate with the Owner, supplying requested information to substantiate the qualifications of the superintendent(s) and/or project manager(s). If, in the opinion of the Owner, the superintendent and/or project manager does not qualify, the Owner may request the submission of another superintendent and/or project manager, and more information. The Owner reserves the right to reject the apparent successful proposer if an acceptable superintendent(s) and/or project manager(s) is not presented.
 - 03 A list of names of subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work as may be designated in the proposal documents or, if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work.

14 AWARD OF CONTRACT

- A. The proposer to whom the award is made will be promptly notified. If a proposer (a) withdraws his proposal within 140 days after the date of time fixed for the opening of proposals in the Request for Proposals, or (b) fails or refuses to execute the Agreement, or other required forms within ten calendar days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance and Payment Bonds, and Certification of Required Insurance within seven calendar days of execution date of the Agreement, the Owner may award the work to another proposer or may call for new proposals.
- B. The Contractor will be required to (a) submit his Proposal and Proposal Bond, (b) execute Contract and Performance and Payment Bonds, and (c) submit Certification of required insurances, all using the Owner's own or Owner's approved forms for such respective purposes.
- C. Proposal Bond is forfeited if proposal is withdrawn after the proposal opening, or Contract Documents are not executed in accordance with the above.

15 NOTICE TO PROCEED

- A. The Contractor shall not commence work under this Contract until he receives the Notice to Proceed and the contractor must have the required bonds and insurance executed and in force.

16 COMPLETION TIME

- A. The Owner has a critical need for this work to be performed and substantially completed by the proposed date. Substantial Completion is defined in the Owner-Contractor Agreement.
- B. Having thoroughly familiarized himself with the conditions as they exist at the building site and acquainted himself with the labor supply and the material market, the proposer will state in his proposal that he agrees to be substantially complete, with all certificates of occupancy, with the work by the proposed date.

Under the Base Proposal the successful Contractor will be 1) entitled to certain extensions of time, as approved by Owner in writing and 2) subject to liquidated damages of \$3500 per day. Refer to Section 01310 (Construction Schedule) for additional requirements. Delays, extension of time and liquidated damages are fully described in AIA 101 and AIA 201 contract and construction documents.

17 PRE-PROPOSAL CONFERENCE

- A. If Contractor finds necessary, a pre-proposal conference may be scheduled on October 16, 17, or 21, 2014. To schedule a pre-proposal conference, Contractor must email garibaldis@hgaschools.org by October 17, 2014 at 4:00 p.m. (CST). All scheduled times will be on a first-come, first-serve basis. The location of the conference will be:
 - Houston Gateway Academy
 - 7310 Bowie St
 - Houston, Texas 77012

Representatives of the Owner will be present at this meeting.

18 ASBESTOS AND ASBESTOS CONTAINING MATERIALS

- A. The use of any construction process or the installation of any asbestos and/or PCB's, or material containing asbestos or PCB's is strictly prohibited for this Project.
- B. Prior to submitting a proposal, proposers shall notify the Architect, in writing, of any materials in these specifications which are known to contain or are likely to contain asbestos or PCB's.
- C. Prior to payment of retainage and final payment the Contractor shall furnish a notarized statement certifying that no asbestos/PCB's or asbestos/PCB containing materials have been used in the Project.
- D. In addition to the Contractor's notarized statement, the Subcontractors will be required to furnish notarized affidavits that no asbestos/PCB's or asbestos/PCB containing products have been used in this Project.

19 DETERMINATION OF SUCCESSFUL PROPOSER AND AWARD OF CONTRACT

- A. In determining the lowest responsible Proposer, the Owner will evaluate the information derived from the Contractor's Qualification Statement required herein and the information submitted on the Proposal Form. Items to be evaluated will include:
 - 01 The amount of the Base Proposal and each Alternate Phase Proposal.
 - 02 The length of construction time proposed (time is of the essence).
 - 03 The probability that the Proposer can perform in accordance with the Proposal Documents.
 - 04 The likelihood that the Proposer will perform without delay or interference.
 - 05 The responsibility and reputation of the Proposer.

- 06 The quality of the Proposer's performance on previous contracts.
- 07 The Proposer's previous compliance with laws affecting the project.
- 08 The Proposer's previous noncompliance regarding time of completion or submission.
- 09 The sufficiency of the Proposer's financial resources, as identified in a period of two years of audited financial statements. (Proposer must provide a minimum of two years of audited financial statements)
- 10 The quality and availability of the Proposer's personnel and services.
- 11 The probability of satisfactory future maintenance, repair and service to be performed by the Proposer.
- 12 The number and scope of conditions, if any, attached to the proposal by the Proposer.
- 13 The Proposer's safety record. Safety record being defined as a proposer's OSHA (Office of Safety and Health Administration) inspection logs for the last three years, a loss analysis from a proposer's insurance carrier, and a loss history covering all lines of insurance coverage carried by the Proposer.
- 14 Proposed revisions to the Owner-Contractor Agreement, if any, submitted by Proposer with its Proposal.

- B. A decision regarding determination of the successful Proposer will be made by the Owner as soon as practicable. The Owner may reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.

20 AVAILABILITY OF MATERIALS AND SYSTEMS

- A. A serious effort has been made to select only materials that are asbestos free and systems that are readily available. As far as is known at proposal time all items are either available "off the shelf" or within a relatively short period of time. If during the proposal period, a proposer becomes aware of an availability or delivery problem with any of the specified systems or materials or if they contain asbestos, he should notify the Architect immediately, in writing. The Architect will promptly explore possibilities for selecting other systems or materials which would circumvent the problem and notify proposers of any changes in an addendum, otherwise it will be understood that only specified systems and materials that are asbestos free are included in the proposals.
- B. Decisions regarding allowance items will be made in a timely manner to avoid construction delays.

END OF SECTION

SECTION AC

PROPOSAL FORM

***ELITE COLLEGE PREP ACADEMY RIVERSTONE CAMPUS
HOUSTON GATEWAY ACADEMY, INC.***

Submitted by: _____

Date: _____ Phone No.: _____

To: Elizabeth McCarthy
Houston Gateway Academy, Inc.
7310 Bowie St
Houston, Texas 77012

Having examined Proposal and Contract Documents prepared by Hill & Swart Architects, Inc., dated September 23, 2014, and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

- 01 Hold base proposal open for acceptance 140 days.
- 02 Hold alternate proposals open for acceptance 140 days.
- 03 Accept rights of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
- 04 Enter into and execute the contract, if awarded, for the Base Proposal and awarded Alternate Phase Proposals.
- 05 Complete work in accordance with the Contract Documents within the stipulated contract time.

I. BASE PROPOSAL

Undersigned agrees to complete the work for the lump sum amounts of Phases 1, 2, 3, 4:

_____ Dollars
(Amount written in words governs)

\$ _____
(Amount in figures)

II. CONTRACT TIME

Undersigned agrees to commence work in _____ calendar days and be substantially complete, including issuance of all certificates of occupancy, within _____ calendar days.

III. ALTERNATES

If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated below.

THIS FORM MUST BE SUBMITTED IN DUPLICATE BY 4:00PM (CST) ON NOVEMBER 7, 2014

ALTERNATE NO. ONE – PHASE ONE – MAIN BUILDING

(Main Building 1st and 2nd floor, Classrooms, Offices, Gym, Band hall, Kitchen, Labs, and Multipurpose rooms) Alternate No. One will include all MEP and Civil utilities and connections for all alternates for future expansion and shell for third floor classroom. Alternate One will also include drive way and parking at sports complex – COMPLETION BY _____

Add/Deduct _____ Dollars
(Amount Written in Words Governs)
\$ _____
(Amount in Figures)

ALTERNATE NO. TWO – PHASE 2 NATATORIUM

Add/Deduct _____ Dollars
(Amount Written in Words Governs)
\$ _____
(Amount in Figures)

ALTERNATE NO. THREE –PHASE 3 THIRD FLOOR CLASSROOM BUILDOUTS

Add/Deduct _____ Dollars
(Amount Written in Words Governs)
\$ _____
(Amount in Figures)

ALTERNATE NO. FOUR –PHASE 4 SPORTS COMPLEX

Add/Deduct _____ Dollars
(Amount Written in Words Governs)
\$ _____
(Amount in Figures)

IV. ADDENDA: The undersigned acknowledges receipt of Addenda Numbers _____ dated _____, 20__.

V. CHANGES IN THE WORK

The undersigned understands that changes in the work shall be performed in accordance with the Owner-Contractor Agreement.

VI. LIQUIDATED DAMAGES

The undersigned understands that liquidated damages as defined in the Owner Contractor agreement will be included in the form of Agreement between Owner and Contractor and that the contractor will be bound thereto.

THIS FORM MUST BE SUBMITTED IN DUPLICATE BY 4:00PM (CST) ON NOVEMBER 7, 2014

It is understood that the right is reserved by the Owner to reject any or all proposals, or waive any informalities in Receipt of Proposals.

The undersigned certifies that the amounts contained in this Competitive Sealed Proposal have been carefully checked and are submitted as correct and final.

Type of Proposer's Organization:

(Corporation, Co-Partnership, Individual, etc.)

Proposer: _____
(Print or Type)

(Signature of Proposer)

Title of Office: _____
(Print or Type)

Legal Address: _____
(Print or Type)

Zip Code: _____ Tel.: (____)____-_____
(Print of Type)

ATTEST:

(Secretary, if Proposer is a Corporation)

SEAL:
(If Corporation)

COMPETITIVE SEALED PROPOSAL MUST BE MADE IN DUPLICATE

END OF SECTION

THIS FORM MUST BE SUBMITTED IN DUPLICATE BY 4:00PM (CST) ON NOVEMBER 7, 2014

SECTION AD
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Houston Gateway Academy Inc., Harris County, hereinafter called the Owner, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal, dated _____, 2014, being for Elite College Prep Academy Riverstone Campus, the kind and extent of work involved being set forth in detail in the proposed Contract Documents cited herein.

NOW, THEREFORE, if the Principal shall not withdraw the accompanying proposal within one hundred and forty (140) days after the date set for opening thereof, and shall within seven (7) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Proposal as accepted; and give Bond and good and sufficient surety for the faithful performance and proper fulfillment of such contract including payment of all persons supplying labor or materials therefor, or in the event of the withdrawal of said proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay to the Owner the difference between the aggregate amount for which the Owner may enter into a contract for the same work with another Proposer; if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this ____ day of _____, 2014, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Business Address

Individual Principal

Business Address

Individual Principal

ATTEST:

Secretary President

BY: _____

Business Address

Corporate Surety

ATTEST: _____

BY: _____

SECTION AE

SUBCONTRACTOR LISTING

01 GENERAL

- A. Prior to the signing of the Contract, submit a written list to the Owner and Architect, of Subcontractors proposed for the Work. General Contractors proposing to perform that section of the Work requiring prequalified subcontractors must be prequalified as per Section AB. In the event that more time is required to select a specific subcontractor for each item, two may be submitted.
- B. A procedure for establishing Acceptable Subcontractors (and Sub-subcontractors) has been established for certain portions of the Work. Refer to Material sections for approved subcontractors.
- C. Interested Subcontractors not listed shall refer to the Approved Subcontractors Section for qualification procedures.
- D. In those sections of Specifications where a list of Acceptable Subcontractors has not been included, the Proposers shall make such arrangements as they desire, subject to the conditions of these Proposal Documents, for the proper execution of those sections of the Work.
- E. Ten (10) calendar days after Contract is awarded, submit an itemized list of each subcontractor proposed for each of the principal portions of the Work in accordance with Paragraph 5.2.1 of the General Conditions.
- F. Owner reserves the right to substitute any subcontractor with a written notice after the bid submittal process and prior to executing the final contract.

END OF SECTION

SECTION AG

AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

AFFIDAVIT

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment to the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Sworn to and subscribed before me at Houston, Texas, this the ____ day of _____,
20 ____, A.D.

Notary Public in and for Harris County, Texas

END OF SECTION

SECTION AH

INDEMNITY AND HOLD HARMLESS AGREEMENT

STATE OF TEXAS)
)
COUNTY OF _____)

INDEMNITY AND HOLD HARMLESS AGREEMENT

This Agreement is made by and between Houston Gateway Academy, Inc. (called "Owner") and _____ (called "Contractor"), to be effective from its date of execution, in which Contractor, as condition precedent to its engagement to perform supervise, and subcontract particular work on behalf of Owner referred to for all purposes as the ELITE COLLEGE PREP ACADEMY RIVERSTONE CAMPUS (called "Project") agrees to indemnify and hold harmless Owner, its Board of Trustees, individually and in their capacities, and all employees and agents of Owner, from any and all claims, actions, demands, suits, causes or otherwise, for personal injury, death or property damage, arising out of or related directly or indirectly to the Project, brought by or on behalf of any person, group of persons, or legal entity.

All contracts and other documents relating to the Project are hereby incorporated herein and deemed to be a part hereof by reference. Further, Contractor agrees that the consideration which it is to receive for the performance of work under Project be deemed adequate consideration for the execution of this indemnity and hold harmless agreement, of which it forms an integral part.

Executed in duplicated originals this _____ day of _____, 2014.

By: _____
Its Authorized Representative
CONTRACTOR

HOUSTON GATEWAY ACADEMY, INC.

By: _____
Its Authorized Representative
OWNER

END OF SECTION

SECTION AI

Hill & Swart Architects, Inc.

WAIVER, RELEASE AND INDEMNITY AGREEMENT

Whereas, Hill & Swart Architects, Inc., hereinafter "Architect" has utilized certain electronic CADD files in preparation of drawings for the Project, ELITE COLLEGE PREP ACADEMY RIVERSTONE CAMPUS, on behalf of HOUSTON GATEWAY ACADEMY, INC. the "Owner", and

Whereas, _____, a Subcontractor/Contractor for _____ or _____, a subtier contractor to _____ hereafter "Subcontractors" desires to obtain copies on magnetic disk of certain of the Architects computer aided drafting (CADD) files consisting of construction drawings for the Project, hereinafter, "Electronic Media," and

Whereas, Architect is willing to provide copies for the convenience of Subcontractors only under certain express conditions of understanding, acknowledgment and covenant as hereinafter provided without qualification.

Now therefore, Architect and Subcontractor agree as follows:

1. **ACKNOWLEDGEMENT AND LIMITATIONS:** It is acknowledged that (1) Architect's instruments of professional serves are the hard copy drawings and specifications issued by Architect hereinafter "Instrument", (2) the Electronic Media are not substitutions for said Instruments, (3) differences may exist between said Instruments and the Electronic Media which Architect is under no obligation to discover or disclose if known, (4) the Electronic Media may be incompatible with the Subcontractor's software and hardware configurations. In all ways, including those enumerated, Subcontractors accept the Electronic Media "as is" and Architect is under no obligation to correct, update for changes, enhance or maintain the Electronic Media for Subcontractors. Architect does not represent or warrant that the Electronic Media are complete, free from defects, or accurate now or in the future. It is acknowledged, finally, that no client relationship is created by or through this instrument between Architect and Subcontractors.

2. **WAIVER AND RELEASE:** Subcontractors agree all risk of incomplete, inaccurate, defective and variant information contained in the Electronic Media, and waives, quits, and forever discharges and releases the Owner, the Architect and there officers, directors, employees and successors for every claim arising out of or related to any error, discrepancy, inaccuracy, variation or other defect in the Electronic Media, whether or not resulting in whole or in part from an act, error or omission of the Architect and whether or not such claim is known or unknown as of the date of this waiver and release.

3. **REUSE:** The Electronic Media is not reusable for any other project or for additions or extensions of the project identified in the Electronic Media. Architect does not authorize release of the Electronic Media to any person or party other than the Subcontractors, and the Subcontractors agree and covenant not to release the Electronic Media to any other party.

4. **INDEMNIFICATION:** Use of the Electronic Media shall be at the sole risk of the Subcontractors and without liability or legal expense to the Owner or the Architect; further, Subcontractors shall, to the fullest extent permitted by law, defend, indemnify and hold the Owner, the Architect and its officers, directors, employees and successors harmless from all claims, damages, including bodily injury or death, losses and expenses, including attorney fees, arising out of or resulting in whole or in part from the use of the Electronic Media.

5. **DISPUTES:** Due to the risk of damage, anomalies in transcription or copying and modification during use by Subcontractors where intended or otherwise, it is agreed the Architect's archived copy of the Electronic Media, if Architect chooses to maintain same shall be conclusive,

unrebuttable proof in all disputes over the content of the Electronic Media furnished to Subcontractors by this Agreement.

Wherefore, the parties have signed this Release, Waiver and Indemnify Agreement on the _____ Day of _____, 2014.

ARCHITECT:

HILL & SWART ARCHITECTS, INC.

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

By: _____

Title: _____

Date: _____

WAIVER, RELEASE AND INDEMNITY AGREEMENT

Whereas, _____, hereinafter "Engineer" has utilized certain electronic CADD files in preparation of drawings for the Project, ELITE COLLEGE PREP ACADEMY RIVERSTONE CAMPUS, on behalf of HOUSTON GATEWAY ACADEMY, the "Owner", and

Whereas, _____, a Subcontractor for _____ or _____, a subtier contractor to _____ hereafter "Subcontractors" desires to obtain copies on magnetic disk of certain of the Engineer computer aided drafting (CADD) files consisting of construction drawings for the Project, hereinafter, "Electronic Media," and

Whereas, Engineer is willing to provide copies for the convenience of Subcontractors only under certain express conditions of understanding, acknowledgment and covenant as hereinafter provided without qualification.

Now Therefore, Engineer and Subcontractor agree as follows:

1. **ACKNOWLEDGMENT AND LIMITATIONS:** It is acknowledged that (1) Engineer's instruments of professional services are the hard copy drawings and specifications issued by Engineer hereinafter "Instrument", (2) the Electronic Media are not substitutions for said Instruments, (3) differences may exist between said Instruments and the Electronic Media which Engineer is under no obligation to discover or disclose if known, (4) the Electronic Media may be incompatible with Subcontractor's software and hardware configurations. In all ways, including those enumerated, Subcontractors accept the Electronic Media "as is" and Engineer is under no obligation to correct, update for changes, enhance or maintain the Electronic Media for Subcontractors. Engineer does not represent or warrant that the Electronic Media are complete, free from defects, or accurate now or in the future. It is acknowledged, finally, that no client relationship is created by or through this instrument between Engineer and Subcontractors.

2. **WAIVER AND RELEASE:** Subcontractors agree all risk of incomplete, inaccurate, defective and variant information contained in the Electronic Media, and waives, quits, and forever discharges and releases the Owner, the Engineer and their officers, directors, employees and successors from every claim arising out of or related to any error, discrepancy, inaccuracy, variation or other defect in the Electronic Media, whether or not resulting in whole or in part from an act, error or omission of the Engineer and whether or not such claim is known or unknown as of the date of this waiver and release.

3. **REUSE:** The Electronic Media is not reusable for any other project or for additions or extensions of the project identified in the Electronic Media. Engineer does not authorize release of the Electronic Media to any person or party other than the Subcontractors, and the Subcontractors agree and covenant not to release the Electronic Media to any other party.

4. **INDEMNIFICATION:** Use of the Electronic Media shall be at the sole risk of the Subcontractors and without liability or legal expense to the Owner or the Engineer; further, Subcontractors shall, to the fullest extent permitted by law, defend, indemnify and hold the Owner, the Engineer and its officers, directors, employees and successors harmless from all claims, damages, including bodily injury or death, losses and expenses, including attorney fees, arising out of or resulting in whole or in part from the use of the Electronic Media.

5. **DISPUTES:** Due to the risk of damage, anomalies in transcription or copying and modification during use by Subcontractors where intended or otherwise, it is agreed the Engineer's archived copy of the Electronic Media, if Engineer chooses to maintain same, shall be conclusive, un rebuttable proof in all disputes over the content of the Electronic Media furnished to Subcontractors by this Agreement .

Wherefore, the parties have signed this Release, Waiver and Indemnify Agreement on the _____ Day of _____, 2014.

ENGINEER:

BY: _____

Title: _____

Date: _____

SUBCONTRACTOR:

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

By: _____

Title: _____

Date: _____

SECTION AJ

HOUSTON GATEWAY ACADEMY, INC. CAMPUSES CONTRACTOR SITE RULES

- A. No foul language or spitting on floor
- B. No tobacco products on school property. On new construction projects, tobacco products are prohibited after air conditioning systems are initially activated.
- C. The possession or use of alcohol or illegal drugs is strictly prohibited.
- D. No tank tops – workers must be fully clothed.
- E. No workers with a history of felony convictions or warrants while students are present.
- F. No parking on grass, under shade trees, sidewalks or non-vehicular paved areas.
- G. Entry into any Houston Gateway Academy Inc. facility must be cleared in advance with the campus office by signing in at time of arrival and signing out upon departure.
- H. Contractor's employees, Subcontractors and their agents and employees working on any school facility must wear picture identification with the company name. Any exceptions must be approved in advance with the designated school representative.
- I. Keep the premises free from accumulation of waste, materials or rubbish caused by the work under this contract at each site. Boxes must be broken down prior to removal from the building. Upon completion of the work, and prior to the final inspection, have the premises in a neat and clean condition.
- J. Take all precautions necessary for the safety of, and provide protection to prevent damage, injury or loss to:
 - All employees on the project and all other persons who may be affected thereby.
 - All the work and all materials to be incorporated therein, whether in storage on or off the site.
 - All property at the site and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any other school property.
- K. A competent supervisor who understands the full scope of the work shall be on site at all times.
- L. School administrative services shall at all times have priority over the Contractor's use/service/etc.
- M. Any work that may interfere with school activities must be authorized in advance through administrative channels. A management plan will be devised to minimize the effect of the interference.
- N. The Contractor shall be responsible to Houston Gateway Academy Inc. for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under the contract.
- O. No work within the confines of a secured building will be allowed without at least one school custodian present. The contractor must pay the Houston Gateway Academy Inc. Custodial Department in advance for the cost of adding a custodian to a building for after-hours work.
- P. Doors must not be propped open when working after-hours.
- Q. Unless otherwise noted, any contractor working on school property must supply the Owner with proof of insurance naming the school co-insured on that policy for property and liability.
- R. Only the designated school representative who let the contract for services will be authorized to sign documents that require releases or acceptance of work by the school.

END OF SECTION

**SECTION AK
FELONY CONVICTION NOTIFICATION**

Section 44.034, of the Texas Education Code requires 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 or 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 business 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.” Subsection (c) states “ this section does not apply to a publicly held corporation.”

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and that the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge.”

Firm’s
Name: _____ Address: _____

“a. _____ My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.”
“b. _____ My firm is not owned nor operated by anyone who has been convicted of a felon.”
“c. _____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name or Felon(s)

Details of Convictions(s)

PLEASE CHECK a, b, or c ABOVE AND SIGN BELOW

Proposer’s
Name _____ Position/Tilte _____

Proposer’s
Signature _____ Date _____

Subscribed and sworn to me on this _____ day of _____

Notary Public

My Commission expires _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.
END OF SECTION

**SECTION AL
PROPOSAL EVALUATION WAIVER**

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's
Name: _____ Address: _____

Proposer's
Name _____ Position/Tilte _____

Proposer's
Signature _____
Date _____

Subscribed and sworn to me on this _____ day of _____

Notary Public

My Commission expires _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

SECTION BA

CONTRACT DOCUMENTS

I. CONSTRUCTION CONTRACT AGREEMENT

- A. The contract for the construction of the project shall be executed by the successful bidder on the 1997 Edition of AIA Document A101 "Standard Form of Agreement between Owner and Contractor." Said contract, fully executed, shall be delivered to the Owner within ten (10) calendar days of receipt of "Notice of Acceptance."

II. CONDITIONS OF THE CONTRACT

- A. The General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition, is hereby specifically made a part of the Contract Documents, whether attached hereto or not; and as supplemented and amended herein, constitutes the General Conditions.
- B. Supplementary Conditions:
 - 01 The Supplementary Conditions contain modifications to the General Conditions of the Contract for Construction, AIA Document A201. Where any part of that document is modified by Supplementary Conditions, the unaltered provisions of the General Conditions shall remain in effect. Refer to Section CB for the Supplementary Conditions.

III. AVAILABILITY

- A. Printed copies of these documents may be examined in the Architect's office. A.I.A. Documents may be obtained from the Houston Chapter of the American Institute of Architects, 315 Capitol, Suite 120 Houston, Texas 77002 tel.713.520.0155. Copies may also be obtained from local architects' supplies stores.
- B. Failure to obtain and examine these documents in no way relieves the Contractor, Subcontractors, Sub-subcontractors, and material suppliers of responsibilities incorporated in the Agreement.

END OF SECTION

SECTION BC

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS

STATE OF TEXAS

COUNTY OF HARRIS

THAT WE, _____, a Corporation of the State of Texas, with home office and principal place of business in _____, Texas, hereinafter called "Principal" and _____ a Corporation of the State of _____, hereinafter called "Surety" are held and firmly bond unto Houston Gateway Academy, Inc. hereinafter called "Owner", for the use and benefit of all persons, firms and corporations who may furnish material or perform labor upon the buildings or improvements hereinafter referred to, in the penal sum of _____ (\$ _____) Dollars, (the Contract Price), in lawful money of the United States of America, to be paid in _____, Texas for payment of which sum well and truly to be made we bind ourselves and our successors, jointly and severally, by these presents.

**ELITE COLLEGE PREP ACADEMY RIVERSTONE CAMPUS
FOR
HOUSTON GATEWAY ACADEMY INC.**

which said Contract and Documents referred to therein is herein now referred to and made a part hereof as fully and completely as if copies in detail herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons, firms and corporations furnishing materials for, or performing labor in the prosecution of the Work provided for in such Contract, and any extension or modification thereof, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Article 5160 of the revised Civil Statutes of Texas, as amended by Acts of the 61st Legislature, 1969, and liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copies at length herein.

Provided, however, that nothing in the bond shall be construed to limit the rights of the beneficiaries of this Bond which they might have under general, special or the common law of the State of Texas not inconsistent with the terms hereof and not inconsistent with the provisions of Article 5160, as amended.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or of the specifications accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications thereunder.

No final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied, and it is expressly provided that if any legal action shall be filed upon this bond, venue shall lie in Harris County, Texas.

Simultaneously with the execution of this Payment Bond, the parties hereto have executed a Performance Bond, reference to which is made for all purposes. Nothing in this Payment Bond shall in any way invalidate or nullify the obligations of the parties as set forth in said Performance Bond.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 20 ____.

(Authorized Signature of Principal)

(Title)

APPROVED AS TO FORM:
ATTEST:

Owner: *Houston Gateway Academy, Inc.*

(Secretary of Principal's Corporation)

Attorney Representing Owner

(Authorized Signature of Surety)

(Title)

END OF SECTION

SECTION BD

INSURANCE CERTIFICATES AND BONDS

1.0 - GENERAL

- A. This Section shall govern the entire Contract.
- B. No Work will be commenced until all requirements of this Section have been approved by the District in writing. Owner will be furnished a certificate of insurance acceptable, prior to the commencement of any Work.
- C. The insurance shall contain a provision that at least thirty days prior written notice shall be given to the Owner in the event of cancellation, material change, or non-renewal.
- D. Insurance shall be underwritten by a company rated not less than B+ VII in Best's latest published guide.
- E. There shall be a hold harmless agreement in which the Contractor assumes liability on the contract and holds the Owner harmless.
- F. The Contractor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts and as specified in each section.

2.0 CASUALTY INSURANCE

- A. Worker's Compensation insurance shall be kept in full force and effect for the duration of the project by all Contractors and Subcontractors providing services on this construction site. All policies and coverages shall be in full conformance with the latest regulations of the Texas Worker's Compensation Commission and the Texas Labor Code. All persons providing services on this project shall provide a Certificate of Coverage directly to the Owner and Architect. Furthermore, the Owner reserves the right to continue monitoring the coverages of all workers for the entire duration of this Project.

- B. Commercial General Liability Insurance (Occurrence basis only).

(Bodily Injury and Property Damage)	Each Occurrence	\$300,000
	General Aggregate	\$2,000,000
Products/Completed Operations	Aggregate	\$2,000,000
Personal and Advertising Injury	Occurrence	\$1,000,000
Fire Damage, Legal Liability	Any one fire	\$300,000
Medical Expenses	Any one person	\$5,000

The Owner shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

2.1 AUTOMOBILE LIABILITY INSURANCE

Business (Commercial) Automobile Liability Insurance All owned, non-owned and hired coverages:

Bodily Injury / Property Damage \$1,000,000	Combined Single Limit
--	-----------------------

#2 and 3 above - No deletions/exclusions from standard coverage form allowed without written consent of Owner.

2.2 UMBRELLA LIABILITY INSURANCE (EXCESS)

Umbrella Liability Insurance - \$10,000,000
Aggregate - \$10,000,000

- 01 The Owner shall be named as an additional insured on the Contractor's policy as to the subject job.
- 02 This policy shall provide coverage over the Workmen's Compensation, Commercial General Liability and Business Automobile Liability. (Covered all owned, non-owned and hired automobiles).

2.3 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE

- 01 Naming the Owner as insured with the following limits: \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate as primary limits, irrespective of whether occurrence consists of bodily injury, death, property damage or combination thereof.
- 02 Covering the work to be performed for Owner by the Contractor and its subcontractor, if any. It will be necessary that the Contractor and the subcontractor, if any, be designated in the Declarations of the policy.
- 03 The definition of insured in the policy shall be endorsed to include officers, employees of Houston Gateway Academy, Inc. with respect to the work performed by the Contractor.
- 04 Written with same company as CGL policy.
- 05 The Architects and Engineers shall be additional insured but only will have excess coverage. The full policy limits will protect the Owner if needed and only the excess will protect the Architects and Engineers.
- 06 Original policy to be placed on file with Houston Gateway Academy, Inc.

2.4 PROPERTY INSURANCE (BUILDER'S RISK)

- 01 The policy shall be written in the name of the Owner, Contractor, and subcontractors as their interest may appear.
- 02 The policy shall be written on an all risk basis for physical loss or damage and include theft, vandalism, malicious mischief.
- 03 The amount of coverage shall be for the full insurable value of work.
- 04 The deductible shall not be over \$2,500.00 without the approval of the Owner. (Deductible losses shall be paid by the Contractor.)
- 05 The policy shall include an endorsement allowing Owner occupancy, and the insurance shall not be cancelled or altered on account of partial occupancy prior to completion.
- 06 A subrogation clause shall waive subrogation as to the Contractor, subcontractor, sub-subcontractors, the Owner and his employees and representatives.
- 07 The original builders risk policy shall be furnished to the Owner prior to start of the job.

3.0 BONDS

- A. Statutory Performance Bond and Labor and Material Payment Bond, each in a personal sum equal to 115% of contract sum. File copies of the bond with the County Clerk and furnish the Owner a file receipt.
- B. A Bid Bond or Bid Security in the amount of 10% of the greatest amount bid must be submitted with formal bids on contract or as otherwise specified in documents.
- C. Performance and payment bonds shall remain in force throughout the warranty period of the contract.
- D. The Work shall not commence until the bonds and insuring companies have been accepted as satisfactory by the Owner.
- E. The original bonds will be delivered to the Owner with an attached authorization power of attorney.

END OF SECTION