

**Houston Gateway Academy, Inc. Documents Committee
Design and Construction Related Documents
Instructions and License Agreement
Instructions**

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1. the replacement of any document not meeting HOUSTON GATEWAY ACADEMY, INC.'s "Limited Warranty" which is returned to HOUSTON GATEWAY ACADEMY, INC.'s selling agent with a copy of your receipt, or
2. if HOUSTON GATEWAY ACADEMY, INC.'s selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning HOUSTON GATEWAY ACADEMY, INC. Document and your money will be refunded.

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General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact HOUSTON GATEWAY ACADEMY, INC. by writing to:

Oscar De Los Santos
Project Manager
Houston Gateway Academy
3400 Evergreen
Houston, Texas
Phone: 713-644-8292
Fax: 713-649-8268

e-mail: delossantoso@hgaschools.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement. HOUSTON GATEWAY ACADEMY, INC. C-410 Suggested Bid Form for Construction Contracts This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

BID FORM

[Insert Project Identification]

[Insert Contract Identification and Number]

NOTE(S) TO USER

Refer to Article 1 of General Conditions for definition of the term “Project”. If applicable, also indicate designated portion of Project for which Bid is submitted.

Contract identification, including title, number and date, that appears in the other Bidding Documents is to be included in above identification.

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NOTE(S) TO USER

CSI MASTERFORMAT (1995 Edition) has designated Document Number 00410 for the Bid Form. Thus, if the CSI MASTEFORMAT concept is used, the first page of the Bid Form, normally the Table of Articles, will be 00410-1.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: *[Insert Name and Address of Owner]*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

NOTE(S) TO USER

The party to whom the Bid is submitted should be the same as the party who will enter into the Agreement with the Successful Bidder.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

NOTE(S) TO USER

Bid acceptance periods may vary, particularly if funding agency reviews and approvals are required.

Bid acceptance periods should be coordinated with Article 2.03 of the General Conditions. See SC 2.03 for discussion.

Bid acceptance periods may also be set by statute.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
--------------	---------------

NOTE(S) TO USER

It is important that all Bidders receive and acknowledge receipt of all Addenda. To be certain that Bidders receive all Addenda, use of methods providing proof of receipt, such as courier services or return receipt requested mail, is suggested. Ensure any specific requirement of the Owner concerning issuing and receipt of Addenda are reviewed and addressed. Note also the definition of Addenda in Article 1 of General Conditions that indicate Addenda are only issued prior to the opening of Bids.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

NOTE(S) TO USER

It is most important for Bidder to visit the Site before submitting its Bid and to conduct an alert, heads-up, eyes-open examination of the area and conditions under which the Work is to be performed. Bidder should acknowledge that Bidder has made the required visit (see particularly I-4 and GC-4.02 and GC-4.03) and also specifically accepts the Bidder’s responsibility to obtain additional data.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

NOTE(S) TO USER

Modify the above paragraph if such reports and/or drawings do not exist.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

NOTE(S) TO USER

If any changes to these representations are made in the Bid Form, corresponding changes must be made in both the Instructions to Bidders and the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

NOTE(S) TO USER

For public work, relevant requirements of Laws and Regulations in the jurisdiction where Work is to be performed should be coordinated with the language of this paragraph.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

NOTE(S) TO USER

Note that language is provided for Lump Sum (three suggested formats), Cost-Plus (two suggested formats), and Unit Price Bids. Inapplicable language should be deleted.

[SUGGESTED FORMATS FOR LUMP SUM BID]

NOTE(S) TO USER

If alternate Bids are requested, it is preferable that alternates be all “deductive” or all “additive.” Alternates should be clearly specified in Division 1, General Requirements. The itemization in the Bid form should be clearly identifiable and carefully follow the Division 1 presentation. The Instructions should contain appropriate guidance for preparing the Bid. Alternates should be accepted in a particular order which should be explained in the Instructions. The alternates should be listed in the Bid form in order of priority.

To minimize the risk of error and to ensure objectivity in comparison of bids, a single Lump Sum Bid Price for a complete project or section is preferable to a Total Price determined by the sum of a list of individual Lump Sum items.

Lump Sum Bid Price _____ \$ _____
(words) (numerals)

[or]

Lump Sum Bid Price for Section I only _____ \$ _____
(words) (numerals)

Lump Sum Bid Price for Section II only _____ \$ _____
(words) (numerals)

Lump Sum Bid Price for Sections I and II _____ \$ _____
(words) (numerals)

[or]

Lump Sum Bid Price for Base Bid _____ \$ _____
(words) (numerals)

Alternate A [Add] [Deduct] _____ \$ _____
(words) (numerals)

Alternate B [Add] [Deduct] _____ \$ _____
(words) (numerals)

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

[SUGGESTED FORMATS FOR COST-PLUS BID]

NOTE(S) TO USER

In cost-plus contracts, provide space for the Bid figures to be included in the Agreement, such as varying percentages on which the Contractor's fee may be based and amount of Work to be subcontracted. Provide space for the guaranteed maximum prices where applicable. See Owner-Contractor Cost Plus Agreement, No. C-525.

Language of the Bid must be identical with that of the proposed Agreement, and the format for submission of percentages and maximum amount organized so as to permit the easy transfer of information in the Bid of the Successful Bidder to Agreement.

Select one of the following methods to determine the Bidder's fee.

The cost of all Work other than Unit Price Work shall be determined as provided in Paragraph 11.01 of the General Conditions plus, for Price Work, the amounts indicated below:

The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor's Fee will not exceed

_____	(\$) _____
<i>(words)</i>	<i>(numerals)</i>
Contractor's Fee will be a fixed sum of _____	(\$) _____
<i>(words)</i>	<i>(numerals)</i>

[or]

Contractor's Fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Paragraph 11.01.A of the General Conditions:

- Payroll costs (see Paragraph 11.01.A.1 of General Conditions)
- Material and Equipment costs (see Paragraph 11.01.A.2 of General Conditions)
- Amounts paid to Subcontractors (see Paragraph 11.01.A.3 of General Conditions)
- Amounts paid to special consultants (see Paragraph 11.01.A.4 of General Conditions)
- Supplemental costs (see Paragraph 11.01.A.5 of General Conditions)

None of the costs described in Paragraph 11.01.B will be included in determining Contractor's Fee.

The maximum amount payable to Contractor on account of this percentage fee will not exceed

_____	(\$) _____
<i>(words)</i>	<i>(numerals)</i>

[SUGGESTED FORMAT FOR UNIT PRICE BID]

NOTE(S) TO USER

Provide sufficient space and arrange format so that Bidders will have uniform understanding of how to submit prices and Bids will be uniformly presented.

If Unit Prices are requested, whether it be a Unit Price Bid or in connection with a stipulated sum contract, appropriate guidance for completing the Bid form should appear in the Instructions and details with respect to units should be included in the General Requirements. Clearly identify what is included in each Unit Price item. Provide an estimated quantity for each item as defined or indicated in the Specifications. Read specifically GC-11.03 and SC-11.03.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
				\$	\$
				\$	\$
				\$	\$
Total of All Bid Prices					\$

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

[END OF SUGGESTED BID FORMATS]

NOTE(S) TO USER

Select one of the following paragraphs to establish the Contract Times for the Work.

If the Contract Times are designated by the Owner prior to the receipt of Bids, the first option should be selected in order to avoid a potential conflict with the Agreement.

If Bidders are permitted to designate the Contract Times by calendar date, the second option should be selected.

If Bidders are permitted to designate the Contract Times by calendar days, the third option should be selected.

If Bidders are permitted to designate the Contract Times, see I-14.03.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

[or]

6.01 Bidder agrees that the Work will be substantially complete on or before , and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before .

[or]

6.01 Bidder agrees that the Work will be substantially complete within calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within calendar days after the date when the Contract Times commence to run

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

NOTE(S) TO USER

Bid language should follow exactly the language of the Agreement. For some projects it may be desirable to include space for Bidders to indicate variations in completion times, but note that in some jurisdictions it is required that an award be made to the lowest Bidder regardless of time for completion. Where failure to reach a Milestone on time is of such consequence to Owner that the assessment of liquidated damages is to be provided, appropriate amending or supplementary language should be inserted here, but see note 2 below.

Provisions for liquidated damages should appear in the Agreement and may be cross-referenced in other places in the Bidding Requirements and the Contract Documents. It is unwise to repeat liquidated damages provisions in the Bid or to summarize or paraphrase them here or elsewhere.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of
- B. List of Proposed Subcontractors
- C. List of Proposed Suppliers
- D. List of Project References
- E. Required Bidder Qualification Statement with Supporting Data
- F. Affidavit of Non-Collusion
- G. *[List other documents as pertinent]*

NOTE(S) TO USER

The above paragraph should be coordinated with Article 15.01 of the Instructions. If no attachments are required, the paragraph may be eliminated.

Requirements as to Bid security should be contained in the Instructions. For recommended form of Bid Bond see HOUSTON GATEWAY ACADEMY, INC. documents Nos. C-430 and C-435.

Requirements for identifying Subcontractors, Suppliers and other individuals and entities furnishing materials and equipment and for indicating the amount of Work to be subcontracted in the case of cost-plus contracts are to be set forth in the Instructions and Supplementary Conditions.

Requirements as to qualification of Bidders appear in the Instructions. HOUSTON GATEWAY ACADEMY, INC. has recommended for use AGC's "Construction Contractor's Qualification Statement for Engineered Construction" (AGC Document No. 220).

Additional documents may have to be submitted with the Bid because of Laws and Regulations applicable to the Project. List all of these so Bidders can understand what is required.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

NOTE(S) TO USER

Careful attention to proper use of terms defined in the Instructions to Bidders, the General Conditions, and Supplementary Conditions is most important.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State Where Project is Located] is ____________.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
Second Joint Venturer Name: _____ (SEAL)
By: _____

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____.

State Contractor License No. _____. (If applicable)

NOTE(S) TO USER

The laws of certain states require the listing of Contractor's license number on the Bid Form as well as on the Agreement.

See I-13.11 as to evidence of Bidder's qualification to do business as a foreign corporation in the state where the Project is located if Bidder is not incorporated in that state.