

Proposal 2728

**R I C H T E R
A R C H I T E C T S**

St. Mary's Academy Charter School

PHASE II ADMINISTRATION BUILDING

Beeville, Texas



Richter Architects # 21601.01

TECHNICAL SPECIFICATIONS

November 01, 2016

EXHIBIT "A"

CONDITIONS OF THE CONTRACT

The Conditions of the Contract consisting of the **General Conditions** and the **Supplementary Conditions** shall govern the construction of the Project. In the event of conflict between the provisions of the General Conditions and the Supplementary General Conditions, the provisions of the Supplementary Conditions shall control.

GENERAL CONDITIONS

The General Conditions of the American Institute of Architects for the construction of buildings, **AIA Document A201, 1997 Edition**, is hereby incorporated in this contract.

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 1997 Edition. Where any Article of the General Condition is modified or defected by these Supplementary Conditions, the unaltered provisions of that Article, paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1: CONTRACT DOCUMENTS

Add to 1.1 the following Subparagraphs:

1.1.8 Other Definitions:

Wherever in these Specifications or in other Contract Documents the following terms of pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

The term "Owner" refers to St. Mary's Charter School

The term "Architect" refers to Richter Architects, and their authorized representatives.

The term "Project" refers to St. Mary's Academy Charter School Phase II Administration Building

The term "Bidder" refers to an individual, firm or corporation, or any combination thereof, submitting a proposal to the "Owner".

The term "Contractor" refers to the persons or firm to whom the Owner has awarded the contract for the completion of the Project.

The term "Superintendent" refers to the representative of the Contractor authorized to receive and fulfill instructions from the Architect and who shall supervise and direct the construction.

ARTICLE 2: OWNER

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

- 2.2.5 The Contractor will be furnished for construction purposes, at no charge, 12 copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS

Add the following Subparagraphs 3.2.4:

- 3.2.4 In the event errors, conflicts, omissions, or discrepancies are noted in the Contract Documents or in the work done by others affecting his work, Contractor shall notify Architect who will issue timely instructions to correct such errors, conflicts, or discrepancies. If, after such errors, conflicts, omissions, or discrepancies have been noted, Contractor proceeds with the work so affected without instruction from the Architect, he shall make good any resulting damage or defect.

3.4 LABOR AND MATERIALS

Add the following Subparagraphs 3.4.4 and 3.4.5:

- 3.4.4 Not later than 30 days from Contract Date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) and, where applicable, the name of the installing subcontractor.
- 3.4.5 The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides data. Failure of the Owner or the Architect to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

Add the following Clauses 3.4.5.1:

- 3.4.5.1 By making request for substitutions, the Contractor:
- (a) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) Represents that the warranty for the substitution is equal or superior to the warranty for the product specified;
 - (c) Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent;

- (d) Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete and the finished work is equal or superior to the specified product installation all respects.

3.7 Add the following Subparagraph 3.7.5:

3.7.5 Cooperation with Owner and Building Officials:

The Contractor shall notify the proper officials when required, in advance of all stopping and starting of construction and shall cooperate with the City Officials at all times. Contractor shall notify proper building officials at times appropriate for inspection services to be performed. Contractor **MUST** receive required inspection services and approval tagging of work prior to proceeding with placement of concrete or concealment of any portion of work requiring visual inspection by building authorities. Contractor shall not assume project architect or engineer certification of work. If any authorized government official, or authorized representative of Owner, should deem an inspection necessary, Contractor shall provide the proper facilities to ensure that such official or representative can conveniently examine and inspect the work.

ARTICLE 6: WORK BY OWNER OR BY SEPARATE CONTRACTORS

- 6.1.5 In the event that the Owner employs other contractors at the site simultaneous to this work, the Contractor shall coordinate his work so as not to adversely affect the proper execution of other contracts.

ARTICLE 9: PAYMENTS AND COMPLETION

Add the following Clause 9.4.3:

- 9.4.3 Until Substantial Completion, the Owner will pay NINETY percent (90%) of the amount due to the Contractor on account of progress payments. ***Monthly compensation for stored materials will be paid for materials stored on the project site only.***

9.11 USE AND OCCUPANCY OF PROJECT PRIOR TO ACCEPTANCE BY OWNER

- 9.11.1 The Contractor agrees to the use and occupancy by the Owner of the existing adjacent St. Mary Charter School facility during the entire duration of the project. Contractor shall insure that the Work does not unnecessarily interfere with the operations conducted at the existing facilities, in normal day-to-day functions.

If, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing work or other Contract requirements the signature of the Contractor will not be required.

The Contractor shall not be held responsible for any damage to any occupied part of the Project resulting from the Owner's occupancy prior to Project acceptance.

Use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of

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his responsibility to maintain all insurance and bonds required of the Contractor until the Project is completed and accepted by the Owner.

9.11.2 The Contractor shall coordinate the work in such a manner so as to allow the Owner the full use of the existing facilities for the duration of the Project, with minimum inconvenience.

9.12 LIQUIDATED DAMAGES

9.12.1 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the Contract. The Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated and fixed, as agreed and liquidated reasonable damages for each calendar day of delay until the work is Substantially complete:

FIVE HUNDRED DOLLARS (\$500.00)

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

Add the following Subparagraph 10.2.2.1 to 10.2.2:

10.2.2.1 Safety and Health:

Contractor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970, and with any standards or regulations issued thereunder, and agrees that all materials, equipment, and services performed under this Contract or work order will conform to and comply with such Article and the standards and regulations issued thereunder. Contractor further agrees to indemnify and hold Owner harmless for all expenses and damages suffered by Owner as a result, in whole or in part, of Contractor's failure to comply with such Act and the standards and regulations issued thereunder.

ARTICLE 11: INSURANCE AND BONDS

Add the following subparagraphs:

11.5 The Contractor shall furnish Owner a Performance Bond containing the usual covenants, and a Payment Bond, each in the full amount equal to the Contract Price, executed by a surety company authorized to do business in this state.

11.6 Contractor shall purchase and maintain in force at all times during the term of the Contract, until the Project is finally completed and accepted by Owner, the insurance required in Article 11.1.1 of the General Conditions as well as the following:

a. Bodily injury and property damage liability insurance in at least the following types with the minimum limits hereafter indicated, to wit:

Bodily Injury

Each occurrence.....	\$1,000,000
Annual aggregate.....	\$2,000,000

Property Damage

Each accident.....	\$1,000,000
Each aggregate.....	\$2,000,000

(1) Worker's Compensation.....Statutory

11.6.1 In addition the Contractor shall:

1. Provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
2. Provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project.
3. Provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
4. Obtain from each person providing services on a project, and provide to the governmental entity:
 - a. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;
 - b. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
6. Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
7. Post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2 provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by worker's compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

8. Contractually require each person with whom it contracts to provide services on a project, to:
 - a. Provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project.
 - b. Provide a certificate of coverage to the contractor prior to that person beginning work on the project.
 - c. Include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - d. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. Obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) A certificate of coverage, prior to the other person beginning work on the project;
 - (ii) Prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - f. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - g. Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
 - h. Contractually require each other person with whom it contracts, to perform as required by paragraphs (a) (h), with the certificate of coverage to be provided to the person for whom they are providing services.

A person providing services on a project, other than a contractor, shall:

1. Provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
2. Provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;
3. Have the following language in its contract to provide services on the project:
"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance.

Regulation: Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."

4. Provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;
5. Obtain from each person providing services on a project under contract to it, and provide as required by its contract:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. Prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
6. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
7. Notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within 10 days after the person knew or should have known of the change;
8. Contractually require each other person with whom it contracts to:
 - a. Provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - b. Provide a certificate of coverage to it prior to that other person beginning work on the project;
 - c. Include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - d. Provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. Obtain from each other person under contract to it to provide services on the project, and provide as required by its contract:
 - (i) A certificate of coverage, prior to the other person beginning work on the project;
 - (iii) Prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;
 - f. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - g. Notify the governmental entity in writing by certified mail or personal delivery,

within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

- h. Contractually require each person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

If any provision of this rule or its application to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provisions of this rule are declared to be severable.

This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994.

(2) Contractor's Comprehensive

\$500,000	\$1,000,000	\$500,000	\$500,000
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General Protective
Liability Covering:

Premises-Operations
Independent Contractors
Products
Contractual

(3) Automobile Liability
Covering:

Owned Automobiles
Non-owned Automobiles
including Hired Auto-mobiles
and those of independent
contractors.

<u>Per Person</u>	<u>Per Occurrence</u>	<u>Property Damage Per Occurrence</u>
\$500,000	\$1,000,000	\$500,000

(4) Umbrella (excess liability policy)
or additional limits on foregoing
risks.

\$1,000,000

- b. Builder's Risk Ins.: Is required on this project .

All insurance must be written by insurance companies which are rated in the A.M. Best Key Rating Guide - Property & Casualty with a policyholder's rating of 'A' and a financial size

category of Class VII. A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. The Lender is to be named as additional insured in the policy and a waiver of subrogation shall be provided to the Owner and Lender. No policy shall contain any exclusion for explosion, collapse, or underground coverage.

The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for the insured and Contractor and subcontractors as their interests may appear. As Trustee, Owner shall deposit any money received from insurance in an account separate from all its other funds and shall distribute it in accordance with such agreement as the parties in interest may reach, or under an award of arbitrators appointed, one by the Owner, another by joint action of the other parties in interest, all other procedure being as provided elsewhere in the Contract for arbitration.

As Trustee, the Owner shall have power to adjust and settle any loss with the insurers unless one of the Contractors interested shall object in writing within three working days of the occurrence of loss, and thereupon arbitrators shall be chosen as above. The Owner, as Trustee shall in that case make settlement with the insurers in accordance with the directions of such arbitrators, who shall also, if distribution by arbitration is required, direct such distribution.

No work shall be commenced by Contractor until after the policy, or policies, evidencing the insurance coverage herein required, or certificates of such insurance providing that the insurer shall give Owner fifteen (15) days written notice prior to cancellation, material revision or intention not to renew, have been filed with Owner.

ARTICLE 15: OTHER CONDITIONS

15.1 HANDLING MATERIALS

15.1.1 Contractor shall be responsible for the proper care and protection of all materials, tools, and equipment delivered to the site for his use.

If any room of the Project is used as a shop, storeroom, or otherwise, the Contractor will be held responsible for any repairs, patching or cleaning arising from such use.

Contractor shall protect and be responsible for any damage to both the Owner's property and to his work or material, from the date of the Contract until the final payment is made, and shall replace, restore or repair any property damaged or lost during this period of time, without cost to the Owner.

Cement, lime, and other materials affected by the weather shall be covered and protected to keep them free from damage at all times.

Contractor shall handle all materials as directed, so that they may be inspected by Architect. Should any material be found defective or in any condition which is not in accordance with the Contract, such material, without regard to the stage of completion, may be rejected by the Architect and, if so rejected, shall be removed at once from the premises by Contractor installing same.

15.2 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 15.2.1 Contractor is required to fully examine and acquaint himself with the Contract Documents and the site and existing conditions of the proposed Project. He shall make such investigation as he may see fit to fully inform himself of the existing conditions, facilities, difficulties, restrictions, and requirements attending completion of the Project under the terms of the Contract.
- 15.2.2 Failure of the Contractor to acquaint himself adequately with the site and such conditions, facilities, difficulties, restrictions, and requirements will not relieve Contractor of the obligation to perform the entire contract at the negotiated price.

15.3 COMPLIANCE WITH LAW

- 15.3.1 During the performance of this Contract, the Contractor shall comply with the following:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places notices regarding these requirements and all others mandated by either federal or state law.

- 15.3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- 15.3.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11245 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 15.3.4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 15.3.5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 15.3.6 In the event of the Contractor's noncompliance with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part.
- 15.3.7 The Contractor shall immediately notify Owner in the event Contractor becomes debarred, suspended, declared ineligible or voluntarily excluded from participation in programs authorized by the Department of Health and Human Services, United States department of agriculture or other federal department or agency and/or the HHSC.

15.4 PROGRESS MEETING

15.4.1 Contractor shall coordinate, contact all parties, and take minutes of all project progress meetings to be held weekly during the construction period on the job site. Owner's representatives, architect, and building user representative shall be given a minimum 48 hours notice of each meeting and will be copied with minutes of each meeting.

15.5 INDEX OF DRAWINGS

T1 TITLE SHEET

A0 - PHASING/STAGING PLANS

A1 - DEMOLITION PLAN

A2 - FLOOR PLAN

A3 - REFLECTED CEILING PLAN

A4 - ELEVATIONS

A5 - ENLARGED SITE / PARTITION TYPES / PLAN DETAILS

A6 - SITE DETAILS

A7 - MILLWORK DETAILS

A8 - DOOR/HARDWARE SCHEDULE

END OF GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT

INSTRUCTIONS TO BIDDERS

Article I. Nature of Project:

1. St. Mary's Academy Charter School (hereafter called the "Owner") will receive sealed Proposals for: St. Mary's Academy Charter School "**Phase II Administration Building**" (hereafter called "Project") in accord with the Drawings, Specifications, and other Contract Documents prepared by **RICHTER ARCHITECTS** (hereafter called "Architect").
2. Failure to complete the Project within the contract time, except as such time may be extended by delays approved by the Owner, will subject the bidder to whom the contract is awarded (hereafter called "Contractor") to liability for damages, as provided in the Conditions of the Contract.

Article II. Form of Proposals:

1. Lump sum bids, designated "Project Proposal", for construction of the complete and entire Project will be considered.
2. Proposals must be submitted on the forms promulgated by Owner. No Proposal will be considered which varies the substance of the Proposal form by inserting matter, qualifying the bid or by making any other variance whatsoever. No Proposal, or modification to a Proposal, shall be made orally or by telephone, telegraph or facsimile transmission ("fax").
3. To be considered, all blank spaces in the Proposal form must be filled out completely, and all numbers set forth both in words and in figures. If the bidder does not desire to bid on any part of the Proposal or any alternate, he should insert the words "none" or "no bid".
4. Proposals must be submitted in sealed opaque containers plainly marked showing the Project for which the Proposal is intended, the type of Proposal contained, and the name and address of the bidder. Proposals are to be addressed to St. Mary's Academy Charter School. Bids shall be delivered to St. Mary's Charter School at 507 N. Filmore St., Beeville, TX 78102 on or before 12:00 p.m. noon, Wednesday, November 16, 2016. Bids will be opened publicly.
5. St. Mary's Academy Charter School is not responsible for late delivery by mail, carrier, etc. St. Mary's Academy cannot accept a proposal after the closing hour advertised. Late proposals will be considered void and unacceptable.
6. A Proposal may be withdrawn by written, fax or telegraphic request received by Owner prior to the time fixed for opening. Two signed copies of any such telegraphic or fax withdrawal should be forwarded immediately to Owner in a sealed opaque container properly marked to identify the contents.

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7. All bids shall be computed exclusive of the Texas Sales Tax. That is, such tax shall not be added to the amount bid for the construction of such Project.

Article III. Bid Security:

1. A certified or cashier's check, or bid bond is required for this project.

Article IV. Financial Condition of Bidder:

1. Any bidder, in order to be eligible to bid, must be able to demonstrate to the satisfaction of Architect and Owner that he has the financial capacity to carry on the work until such time as he receives the first payment under the Contract, and that he is able to finance the work between payments until the construction is completed and accepted.

Article V. Examination of Contract Documents and Site:

1. Each bidder, before submitting his Proposal, shall fully examine and acquaint himself with the Contract Documents and the site of the proposed Project. He shall make such investigation, as he may deem necessary to fully inform himself of the existing conditions, facilities, difficulties, restrictions and requirements incident to completion of the Project under the terms of the Contract.
2. Failure of the Bidder to acquaint himself adequately with the site and such conditions, facilities, difficulties, restrictions and requirements will not relieve him of his obligation to perform the entire Contract at the price set forth in his Proposal.

Article VI. Contract Documents:

1. Drawings and Specifications are on file at the offices of the Architect, 201 South Upper Broadway, Corpus Christi, Texas, where they may be inspected by qualified bidders without charge.
2. Drawings and Specifications may be picked up at Richter Architects with a deposit of \$100.00 per set. The deposit is refundable upon return of drawings and specifications in good condition.
3. If any bidder is in doubt as to the meaning of any part of the Drawings, Specifications, or other Contract Documents, or if he discovers what he considers to be a discrepancy, omission or conflict in such Contract Documents, he shall immediately call Architect's attention to same by written notice or request for an interpretation of same. If such written notice or request is delivered to Architect prior to 72 hours before the time set for opening bids, Architect shall issue a written addendum, forwarded to all persons who, to the knowledge of Architect, are prospective bidders setting out any corrections to such Contract Documents or Architect's interpretation thereof, as the case may be. Any opinion expressed by Architect in interpreting the Contract Documents shall not be binding upon Owner, nor does Architect warrant that the Owner will accept his interpretation of such documents.

Article VII. Addenda:

1. Changes in or interpretations of the Contract Documents will be made only by written addenda.
2. Receipt of all addenda issued by Architect shall be acknowledged in each bidder's proposal, and shall constitute a part of the final contract. Failure to acknowledge and return all addenda may disqualify bidders' proposal. Bidder shall call the office of the Architect to confirm the number of addenda issued, prior to submitting his bid.

Article VIII. Award of Contract:

1. Owner reserves the right to reject any or all Proposals, to accept the Proposal or Proposals it considers most advantageous without regard to potential lowest bid price, to waive irregularities or formalities in bidding, and to hold all Proposals for thirty (30) days after the date scheduled for opening such Proposals.
2. Before a contract is awarded, the selected bidder, upon request by either Architect or Owner, shall furnish to Architect all or any portion requested of the following:
 - a. A verified statement of his financial condition during the three (3) month period prior to the bid opening, his experience record, a list of his proposed subcontractors, a schedule of his equipment, and such other evidence of his ability to complete the Project in the manner and by the time specified in the Contract Documents as the Owner or Architect may request.
 - b. Detail price sheets (original and two copies) listing the general contract price of each portion of the work, together with a "breakdown" of prices for each of bidder's subcontractors. Such list of prices shall represent the true cost of the work to the Owner, including the bidder's profit, which shall be prorated over the term of the contract.

If the selected low bidder fails or refuses to furnish the information requested by Architect or Owner, or, if after reviewing such information furnished, Owner determines that it is to its best interest to reject such selected low bid, Owner may do so. In such event, Owner may consider the proposal and qualifications of each of the additional bidders who have not withdrawn their bids, or Owner may reject all bids.

3. The bidder whose bid is accepted by Owner under the Project Proposal shall within ten (10) days after receipt of notice that his proposal has been accepted, execute a Construction Contract with Owner, and shall furnish the Performance and Payment bonds described below, all on forms promulgated by Owner. Copies of such forms are on file at the offices of Owner, Architect, the Associated General Contractors, and Associated Builders and Contractors.

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Article IX. Performance and Payment Bonds:

1. Contractor shall furnish a Performance Bond and a Payment Bond, as required by law, each in the amount of the full contract price, and each in the form promulgated by Owner. Such bonds must be written by a company, or companies, acceptable to and approved by Owner. Owner will not accept a bond written by any company which does not meet all of the following requirements:
 - a. The bond must be executed by a corporate surety or corporate sureties duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.
 - b. The surety of sureties executing such bond must be listed in the most current issue of U.S. Department of Treasury Circular 570 (hereafter called "Circular 570") as an acceptable surety to execute bonds for federal projects.

Contractor will be responsible for bonding the entire job at the time of execution of the Construction Contract and shall include the premium for such bonds in his bid.

Article X. Wage Scale:

1. The construction of this Project is subject to Article 5159a of the Revised Civil Statutes of Texas, the terms of which require that not less than the general prevailing rate of current per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holidays and overtime work, shall be paid by Contractor to all laborers, workmen, and mechanics employed under this Contract.

END OF INSTRUCTIONS TO BIDDERS

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PROPOSAL FORM

St. Mary's Academy Charter School
Phase II Administration Building
Beeville, Texas

Gentlemen:

This Proposal is submitted by _____

whose address is _____

(hereinafter called "Bidder"), for the construction of:

St. Mary's Academy Charter School Phase II Administration Building
(hereafter called "Project".)

BASE BID:

Bidder agrees to furnish for the total sum of _____ Dollars (\$ _____), all labor, services, materials, tools, equipment and supervision necessary to the full and final completion of the Project, and everything incidental thereto, as shown on the Drawings, stated in the Specifications, or properly inferable therefrom, all in accordance with the Contract Documents governing the construction of such Project prepared by Richter Architects (hereafter called the "Architect".)

Bidder represents that, prior to preparing this Proposal, he carefully read the Contract Documents, examined the site of the Project, and made an investigation such that he is fully informed of the conditions, facilities, difficulties, restrictions and requirements which he will, or may, encounter in the completion of the Project in accordance with the terms of the Contract Documents.

Accompanying this Proposal is a certified or cashier's check or bid bond payable to the order of St. Mary's Academy Charter School (hereafter called "Owner"), for not less than five percent (5%) of the largest amount for which a contract can be awarded under this Proposal.

Bidder agrees that if he is awarded the contract he will execute and deliver to Owner, within the (10) days after he is notified of the acceptance of his bid, a Contract for the construction of such Project, a Performance Bond and a Payment Bond, each in the form promulgated by the Owner. Should Bidder fail to execute such contract or furnish such Bonds within the prescribed time, Bidder agrees that the accompanying bid security shall become the property of the Owner as liquidated damages for the additional delay and expense which will be incurred by Owner as a result thereof.

Bidder agrees that if his Proposal is accepted by the Owner, he will complete all work called for in the Contract Documents within _____ calendar days from the date of the "Notice to Proceed". If the work is not completed by such time, he agrees to pay to Owner as liquidated damages, the sum of Five hundred dollars (\$500.00) for each calendar day after such time, that the work remains incomplete, calculated in accordance with the provisions of the Contract Documents.

Bidder agrees that he will not withdraw his Proposal for a period of thirty (30) days from the date

St. Mary's Academy Charter School
Phase II Administration Building
Richter Architects #21601.01

scheduled for opening bids as set forth in the Instructions to Bidders.

Bidder acknowledges receipt of Addenda No(s). ___ through ___.

EXECUTED on _____, 2016.

Bidder

[If Bidder is a corporation, complete the following:]

By _____

ATTEST:

Sole Owner, or Partner,
or President of Corporation

Whose Address is:

(Corporate Seal)

Accepted on this the ___ day of _____, 2016, by St. Mary's Academy Charter School

ATTEST:

By _____
Stan Simonson