

General Contractor Name – _____

SECTION 01012 - FORM OF PROPOSAL

RE: Heartland Dental Shell – Riverside Crossing Shopping Center – Out-Parcel 2
Greer, SC

To: E Riverside OP2, LLC

Christopher La Mack



Two Harris Corners

9115 Harris Corners Parkway, Suite 210

Charlotte, NC 28269

O (704) 912-2092

M (704) 363-6109

clamack@elevation-re.com

Dear Sir/Madam:

The undersigned, as bidder hereby declares that the only person, parties, or company interested in this proposal for the Agreements to be entered into as principals are named herein; that this proposal is made without connection with any other person making a bid; and that it is all respects fair and in good faith without collusion or fraud by submitting this bid. By submitting this bid, the bidder declares that he has carefully examined and fully understands the bidding documents, as enumerated in the Contract Documents and addenda thereto, if any, for subject project as listed above, and that he has read and thoroughly understands and has familiarized himself as to the actual conditions thereat and as to the requirements of the Work and with the conditions under which the Work is to be performed, and that he agrees that the Work can be substantially complete within the time allotted for completion. The undersigned, as Contractor, hereby proposes to furnish all necessary machinery, tools apparatus, and other means of construction and all materials and labor necessary to construct and complete the Work as required by the Contract Documents, to the full and entire satisfaction of the Owner, with a definite understanding that no additional money will be considered or allowed for extra work except as stipulated in said Contract Documents for the base bid sum of:

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A. ENTIRE BASE BID

_____ Dollars

(\$ _____)

(NOTE: The wording of the Bid Amount and the Numerical \$X,XXX,00 Dollar amount above shall both be typewritten only – hand written will be rejected)

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1. **CONTRACT BONDS**

Based on the approval from the Owner, the undersigned, as Contractor, has included in the above base bid sum the cost of a 100% performance bond and a 100% payment bond. The cost of said bonds are \$ _____ **NO REQUIRED** _____. **The BOND amount (\$\$) shall not be included in your General Conditions, General Requirements, Division 1-16, and shall be a separate line-item. Do not include Bond amount in any of the Division 1 -16 breakdowns.**

The Contractor agrees to reduce the agree contract amount by the above cost of the performance and payment bonds if the Owner so desires and the lending institution allows the waiving of this requirement for bonds. The Contractor agrees to furnish bonds covering the faithful performance of the Agreement and payment of all obligations arising there under in the form shown in the bidding documents and in full amount of the bid and with sureties having capability for bonding 100% of the amount of the bid, and with a Standards & Poors rating of at least A.

2. **CONSTRUCTION TIME**

The undersigned hereby agrees to complete all Work under a single general contract, as prescribed in the Contract Documents, and understands that no extension of time will be allowed for any reason, including the acceptance of any alternate except as provided in the Contract Documents. The undersigned agrees to commence Work immediately upon receipt of the Building Permit, and issuance of the Notice to Proceed (NTP) or no later than **five (5) working days** from the issuance of the NTP; and achieve Substantial Completion of all Work in accordance with the Contract Documents and completion of the entire Work to allow issuance of the Architect' Certificate of Final Payment before August 1, 2017

2.1 **CONSTRUCTION SCHEDULE**

To further aid the Owner in analyzing the bids and scope of the project, each Contractor submitting a bid will include an estimated incremental construction schedule, showing major items such as start of work (footing date), material deliveries, field activity durations and final completion, and shall be in sufficient detail to enable Owner to compare actual and scheduled progress. **Target Dates: Start: Before or no later than April 1, 2017 with Construction Completion, August 1, 2017**

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2.2 **CONSTRUCTION SUPERINTENDENT**

To further aid the Owner in analyzing the bids and scope of the project, each Contractor submitting a bid will include a Resume of their proposed Project Manager and the Field Superintendent, illustrating their respective experience in the Construction and Management of Commerical, Retail and/or Doctor's office building construction projects. Please list that information.

3. **LIQUIDATED DAMAGES**

\$1,000 per day, after August 25, 2017. Construction Completion Date is August 1, 2017.

4. **OVERHEAD AND PROFIT FOR CHANGE ORDERS**

The undersigned agrees to complete all Work added by written change order for the actual cost of the work added plus _____ to cover overhead and profit. The undersigned further agrees to issue a deductive change order when requested for the actual cost of the work deducted plus _____ to cover overhead and profit for the contractor. Subcontractor overhead and profit for all written changes orders are to follow the same above procedures.

Attached is a list of labor rates for all trades for both straight time and overtime and are hereby submitted and guaranteed to remain valid and in force for the duration of the construction period.

5. **ALTERNATES**

The Contractor is to attach a list of alternates requested by the bid documents if any, and any alternates the Contractor would like to propose to incorporate into the Work. The undersigned proposes that, should any alternate be accepted by the Owner and incorporated into the Agreement, the base bid will be altered by the amount listed. The undersigned acknowledges that each alternate bid price includes all charges for overhead, profit, related work, insurance and contract bonds (where applicable), all taxes and allowances for waste, etc., and declares that the price stated represents, to the Owner, the cost of Work in place and complete. **The undersigned acknowledges that the "alternates" are not to be included in the base bid price**

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6. **UNIT PRICES**

Attached is a list of unit prices which are a material part of this proposal and need to be completed and submitted with this proposal. The unit prices represent the total cost to the Owner when the Scope of Work is changed and when approved, in writing, by the Owner, and are hereby submitted and guaranteed to remain valid and in force for the duration of the construction period.

7. **SUBCONTRACTORS**

The undersigned agrees that the Owner reserves the right to approve or reject any and all subcontractors for this project. A complete list of subcontractors shall be submitted to the Owner for approval prior to the commencement of any subcontract work for this project.

8. **COST BREAKDOWN**

Divisional Breakdown (Base Bid)

To further aid the Owner in analyzing the bids and cost of the project, attached is a divisional breakdown including all material, labor, overhead and profit of all contractors involved. The sums indicated are included in and constitute a total bid price as indicated on page 1 of this proposal. In case of conflict when the General Contractor fills out these forms, and submits them, conflict being a mathematical error or otherwise; the total dollar amount listed on the attached CSI- Divisional Breakdown and **NOT the one line summary on page 1 will govern.**

9. **ADDENDA RECEIPT**

Addenda No. _____ Dated _____
Addenda No. _____ Dated _____
Addenda No. _____ Dated _____
Addenda No. _____ Dated _____

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10. **INSURANCE**

The undersigned agrees, if awarded the Agreement, to deliver to the Owner within three (3) days after the date of written Notice to Proceed with the Work and before proceeding with any of the Work, the certificates of insurance as specified and copies of policies thereafter as required by the Contract Documents. The insurance used by the undersigned will have a Best rating of a least A- and Class XIII or higher and will be:

Name: _____

Address: _____

11. **BID GUARANTEE**

The undersigned agrees that he will not withdraw this bid for a period of thirty (30) days after the date of the bid opening.

12. **OWNER'S RIGHTS**

The undersigned acknowledges that the Owner reserves the right to reject any and all proposals or to accept any proposal considered best for his interest, regardless of the amount of said proposal, to dispense with the formalities and to waive any informalities or technicalities in the proposal or in the bidding process.

13. **CONTRACTOR'S AFFIDAVITS**

The undersigned agrees to furnish, to the appropriate parties, all affidavits which are to be submitted.

14. **MEANING OF TERMS**

The terms used in this proposal shall have the same meaning ascribed to such terms in the Supplementary and General Conditions.

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15. **REQUESTS FOR INTERPRETATIONS**

- 15.1 The undersigned Contractor, has carefully examined the bidding documents and Contract Documents, and has made written request to the Architect/Engineer for interpretation or correction of any ambiguity, inconsistency or error therein which he may have discovered, and failure on part of the undersigned Contractor to do so shall not relieve him of the obligation to execute such work in accord with a later interpretation by the Engineer.
- 15.2 The undersigned Contractor understands that any interpretation or correction to the bidding documents and Contract Documents will have been issued as an Addendum by the Architect/Engineer. Only such written interpretations or correction by Addendum shall be binding, interpretations or corrections given by other means are not valid.
- 15.3 The undersigned Contractor understands that Addenda will have been sent to all who are registered in the Architect/Engineer's office as having bidding documents. It is the responsibility of the undersigned Contractor to have reviewed any Addenda.

16. **SUBSTITUTIONS**

- 16.1 The undersigned Contractor understands that the Architect and Owner will not give consideration to request for approval of products similar or equal, in the judgment of the Architect, to those specified, unless specifically noted. **If the Contractor relies on a material or manufacturer substitute, or a non-approved MEP Contractor in its Base bid or the Contract Price, AND DOES NOT INFORM the Owner and Architect, and does not get written approval in ADVANCE, he does so at its own risk, and his bid will not be valid or accepted.**
- 16.2 The undersigned Contractor understands that Substitutions after award of contract will be considered only if they are in accordance with provisions in the Contract Documents.
- 16.3. All substitutions used for the purposes of the Bid, must be approved in advance and in writing, by both the Owner and Architect.

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17. **AGREEMENT FORM**

The undersigned Contractor understands that the Agreement between Owner and Contractor along with the General and Supplementary Conditions contained in the Contract Documents will be used for the Work. The Owner and Contractor will execute this Agreement.

18. **CONTRACTOR'S LICENSE**

I/we certify that on _____, 20____, License No. _____ was issued to me (us) by the Contractor's State License Board in the state of _____ and that said license has not been revoked.

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19. **CONTRACTOR'S RESPONSIBILITY**

The undersigned Contractor understands that he is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents and has satisfied himself of the accuracy of the estimated quantities in the Form of Proposal by examination of the site and a review of the drawings and specifications. After the proposals have been submitted, the Contractor shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done. The undersigned Contractor has satisfied himself as to the nature, character, quality and quantity of surface and subsurface conditions likely to be encountered and has relied on any geotechnical information provided or made available by the Owner or Engineer entirely at his own risk.

The Contractor agrees that he shall neither have nor assert against the Owner or Engineer any claim for damages for extra work or otherwise, or for relief from any obligations of this Agreement based upon the failure by the Owner or the Engineer to obtain or to furnish additional surface information or to furnish all surface and subsurface information in the Owner's or Engineer's possession or based on any inadequacy or inaccuracy of the information furnished or for physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Contract Documents.

Certain surface and subsurface information may be shown on separate sheets or otherwise made available by the Owner or Engineer to Bidders, Contractors, and other interested parties. Neither such information nor the documents on which it may be shown shall be considered a part of the Contract Documents, it being understood that such information is made available only as a convenience, without expressed or implied representation, assurance or guarantee that the information is adequate, complete, or correct, or that it represents a true picture of the surface and subsurface conditions to be encountered, or that all pertinent surface and subsurface information in the possession of the Owner or Engineer has been furnished. Data on indicated surface and subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings or other information or reports. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn wherefrom by the Contractor. The Contractor acknowledges that he has had adequate opportunity to review the geotechnical engineer's report including test borings, test pits, soundings, etc., on the site of the Work; and has inquired of the Owner and the Engineer whether pertinent surface and subsurface information has been obtained by the Owner with respect to the Work.

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Respectfully submitted this _____ day
of _____ 2017

(Name of firm or corporation making bid)

Witness:

By: _____

_____ Title _____
(Owner, Partner or Corp. President or Vice Pres. only)

Address: _____

Address: _____

License No.: _____

Federal I.D. No: _____

Telephone No: _____

Attest:

(Corporate Seal)

By: _____

Title: _____
(Corp. Secretary or Assist. Sec. Only)

The full names and residences of persons who, as principals, have an interest in the foregoing proposal are as follows:

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Enclosures : (Note: General Contractor to list any additional attachments, they voluntarily added to this supplied list form, such as Clarification and Qualification statements)

- A. Unit Prices
- B. Not Used
- C. Alternates
- D. Scope of Work
- E. Divisional Breakdown

END OF FORM OF PROPOSAL

Heartland Dental – Greer, SC – 01012