

**SECTION 00300 - FORM OF PROPOSAL**

**PROPOSAL OF:**

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Bidder's Address)

\_\_\_\_\_  
(Bidder's City, State, Zip)

\_\_\_\_\_  
(Bidder's Telephone Number)

\_\_\_\_\_  
(Person to Contact)

**SUBMIT TO:**

**Packard Development**  
One Wells Avenue  
Newton, MA 02159  
ATTN: Howard Mintz

Gentlemen and Ladies:

Having carefully examined the Instructions to Bidders, the AIA General Conditions of the Contract, Supplementary Conditions, Special Provisions, General Requirements, the Specifications and:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Identified as: Retail 2 and Retail 3, Pine Tree Shopping Center, 1030 Brighton Avenue, Portland, Maine, prepared by Port City Architecture, Inc., and drawings similarly entitled, as well as conditions affecting the project, the Undersigned proposes to furnish all labor, materials, tools, and equipment, etc., required for the performance and completion of all work called for by these documents for the Base Bid Lump Sum of:

\_\_\_\_\_ DOLLARS  
 (Amount in words)

(\$ \_\_\_\_\_), including the sum of  
 (Amount in figures)

\_\_\_\_\_ DOLLARS  
 (Amount in words)

(\$ \_\_\_\_\_), for Performance and Payment Bond, included in above  
 (Amount in figures)

**1. GENERAL BREAKOUT PRICES**

1.1 All items of Building Construction breakout price work set forth herein are included in Base Bid and shall constitute a part of the Contract. Individual items stated in table below for breakout amounts are for the Owner’s information and are not intended to establish prices for additions to or deletions from the Base Bid Lump Sum.

**ITEM DESCRIPTION**

	Retail Two (2)	Retail Three (3)	Fit-Out as per A7.1 & EMP-1
<b>DIVISION 1</b> General & Suppl. Conditions \$		\$	\$
<b>DIVISION 2</b> Sitework \$		\$	\$
<b>DIVISION 3</b> Concrete \$		\$	\$
<b>DIVISION 4</b> Masonry \$		\$	\$
<b>DIVISION 5</b> Metals \$		\$	\$

(Continued form)	Retail Two (2)	Retail Three (3)	Fit-Out as per A7.1 & EMP-1
<b>DIVISION 6</b>			
Wood and Plastics \$	\$	\$	\$
<b>DIVISION 7</b>			
Thermal/Moisture Protection \$	\$	\$	\$
<b>DIVISION 8</b>			
Doors and Windows \$	\$	\$	\$
<b>DIVISION 9</b>			
Finishes \$	\$	\$	\$ Resilient Floor Tile
	--	--	\$ ACT
<b>DIVISION 10</b>			\$ Interior Partitions
Specialties \$	\$	\$	\$
<b>DIVISION 11</b>			
Equipment \$	\$	\$	\$
<b>DIVISION 15</b>			
Mechanical \$	\$	\$	\$
<b>DIVISION 16</b>			
Electrical \$	\$	\$	\$
<b>SUBTOTAL COSTS</b>			
\$	\$	\$	\$

**2. BID ALTERNATES**

2.1 Cost adjustment (write "Add" or "Deduct") to the Base Bid Lump Sum to provide the alternate moment framed structural steel framing detailed as Alternate 1 on Sheet ALT-1, Structural Plans, Notes, and Details.

\_\_\_\_\_ DOLLARS  
 (Amount in words)

(\$ \_\_\_\_\_), including the sum of  
 (Amount in figures)

\_\_\_\_\_ DOLLARS  
 (Amount in words)

(\$ \_\_\_\_\_), for the (increase/decrease) in Performance and Payment Bond  
 (Amount in figures)

**3. Unit Pricing**

3.1 The following unit prices, if acceptable in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the work. Unit prices listed shall include all costs, profit and overhead and no further surcharges are to be added to any unit price item of work that may be ordered done.

- 1) Concrete, Interior slab on Grade:                      Cu.Yd. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 2) Concrete, Exterior Slabs:                                      Cu.Yd. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 3) Trench Rock Excavation:                                      Cu.Yd. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_  
     including haul-off of excess
- 4) Brick Veneer    Sq.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 5) EFIS System w/ 2" base insul.                                      Sq.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 6) Exterior Cold Formed Metal Framing wall system including moisture barrier, exterior gyp. Sheathing, batt insulation, int. GWB level 4 finish and metal framing  
     As shown on 4/A4. 2:                                      Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 7) Exterior Plywood Sheathing                                      Sq.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 8) Standing Seam Metal Roofing                                      Sq.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 9) Exhaust Fan curb- flashed in                                      Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 10) Vent Pitch pocket- flashed in                                      Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 11) HVAC unit curb- Flashed in                                      Ea ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 12) Storefront Framing    Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 13) 1" Insul. Low-E Glazing    Sq.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 14) Alumimum entry door set w/ hardware                                      Opening ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 15) Exterior Hollow Mtl door frame & hardware                                      Opening ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 16) Interior Hollow Core Wood door, frame & hardware                                      Opening ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 17) Interior Solid Core Wood door,

- frame & hardware Opening ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 18) Wall Type "AA" to underside of structure Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 19) Acoustical Ceiling Tile 2 x 4 standard Sq.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 20) Acoustical Ceiling Tile 2 x 4 New Look Sq.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 21) Resilient Floor Tile Sq.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 22) Cloth Awning and Frame Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

**Plumbing**

- 23) ADA Lavatory, installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 24) ADA water closet, installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 25) Bath exhaust fan (EF-1), installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 26) Cold Water piping, above ground Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 27) Water Heater WH-1, installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 28) Gas Piping, above ground Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 29) Storm drain piping, below ground  
incl. Excavation and compaction Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 30) Storm Drain piping, above ground Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 31) Floor Drain Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 32) Pipe Insulation – 4" Lin. Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 33) Sub Meter including installation Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

**Mechanical**

- 34) AHU-1, unit only Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 35) AHU-1, balance of installation,  
start up and testing: Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_
- 36) 18" dia. Duct supply and diffuser Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

37) 22" x 12" duct return Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

38) Unit Heater UH-1, installed Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

**Sprinkler**

39) Temporary sprinkler distribution Lin. Ft.. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

40) Flow Alarm (for unoccupied spaces) Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

41) Upright Head, installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

42) Sprinkler Head in ACT ceiling Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

**Electrical**

43) Duplex outlet box - per outlet box. Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

44) Voice/Data outlet box – per box Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

45) Tenant sub-panel, 200 amp Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

46) Tenant sub-panel, 400 Amp Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

47) Exterior weatherproof outlet  
– per outlet box Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

48) Light type L-1, Installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

49) Light type L-2, Installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

50) Light Type L-3, Installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

51) Fire Alarm Mini Audio visual Device Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

52) Exit Sign, Installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

53) Smoke Detector, Installed Ea. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

54) Secondary distribution  
within tenant space Lin.Ft. ADD \$ \_\_\_\_\_ DEDUCT \$ \_\_\_\_\_

**4. LIST OF SUBCONTRACTORS**

4.1 In obtaining the award of this Contract, the Undersigned shall employ, subject to the Architect's/Engineer's and Owner's approval, Subcontractors selected

from the following list (insert a minimum of one and a maximum of two names). If work is to be performed by the General Contractor/Construction Manager, he must so state on this list.

<b>Work</b>	<b>Name of Trade</b>
_____	_____
_____	_____
_____	_____
_____	_____

**5. LIST OF SUBSTITUTIONS AND DESCRIPTION THEREOF**

- 5.1 Owner may consider, at his own option, any cost saving items that the Contractor/ Construction Manager may propose. Substitutions are not considered a part of the Base Bid, but will be reviewed by the Owner.
- 5.2 **Note:** Substitutions under this Contract will not be considered or accepted after signing of Contract Agreement unless listed herein.
- 5.3 No substitutions will be allowed without prior written approval from the Owner.

**6. EXTRA WORK**

- 6.1 If Extra Work is to be performed and is to be compensated for on the basis of cost plus a percentage for overhead and profit, Contractor/Construction Manager shall state below the percentage to be applied to its cost (including Subcontractor's cost plus fee, if any).

For work performed by Contractor/Construction Manager through his own employees:

\_\_\_\_\_ Percent \_\_\_\_\_ %  
 (Percentage in words) (Percentage in figures)

For work performed by Subcontractors through their employees:

\_\_\_\_\_ Percent \_\_\_\_\_ %  
 (Percentage in words) (Percentage in figures)

**7. TAXES**

7.1 It is agreed that all Federal, State and Local Taxes, including but not limited to Sales, Use and Excise Tax that may be imposed on materials or services provided under this proposal area included in the Contract Price.

**8. BID BOND**

8.1 Undersigned agrees that the bid guarantee of five (5%) percent of the Bid Price, payable to the Owner, accompanying this proposal, is left in escrow and is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver an agreement or bonds (if required) and that if the Undersigned defaults in executing an agreement after written notification of the award of the Contract to him or in furnishing any required bonds within 10 days thereafter, then the bid security shall become property of the Owner, but if this proposal is not accepted within 60 days of the date set for the submission of bids, or if the Undersigned executes and delivers said Contract and required bonds, the Bid Guarantee shall be returned to him on receipt thereof.

8.2 Bid guarantee shall be in the form of a bid bond, certified check, treasurer's check, or bank draft.

8.3 5 % of Total Bid

[ ] Check [ ] Bond \$\_\_\_\_\_

**9. PERFORMANCE AND PAYMENT BOND**

9.1 Owner will require Performance and Payment Bond covering this Contract. Simultaneously with his delivery of the executed Contract Agreement, the successful Bidder shall furnish a Performance Bond in the amount of One Hundred Percent (100%) of the Contract Price and a Labor and Material Bond in the amount of One Hundred Percent (100%) of the Contract Price as security for faithful performance of this Contract and for payment of all persons performing labor on the project under this Contractor and furnishing materials in connection with the Contract. Surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner and licensed to do business in the State of Maine.

9.2 Amount of the bond shall be identified and the Bidder shall deduct that sum from his bid should the Owner waive the bond requirement.

9.3 Bond shall be available from



9.4 Owner will require the actual bond cost as certified by a copy of the Insurance Company's invoice indicating amount paid by the Contractor/Construction Manager.

**10. STATEMENT OF BIDDER'S QUALIFICATIONS**

Submitted by:

Firm Name:

Street Address:

Mailing Address (if different)

A Corporation \_\_\_\_\_ A Co-Partnership \_\_\_\_\_ An Individual \_\_\_\_\_

How many years has your organization been in business:

As a contractor?

As a subcontractor?

Date of Incorporation/Partnership:

State of Incorporation:

Name, Title and address of all principal officers:

_____	_____
_____	_____
_____	_____
_____	_____

Under what other/former names has your organization operated? \_\_\_\_\_

Is your firm a Minority Business Enterprise or a Woman Business Enterprise? \_\_\_\_\_

Bonding Company \_\_\_\_\_ Tel. No.: (\_\_\_\_) \_\_\_\_\_

Have you ever refused to sign a contract of your original bid?

Have you ever defaulted on a contract?

Your Bond Capacity: \$

If so, attach separate statement listing location, owner and circumstances,

Insurance Carrier

Tel. No.: (\_\_\_\_)\_\_\_\_\_

Basic coverages and limits carried:

\_\_\_\_\_

Workers Compensation Experience Modification Rate:

**11. EXECUTION OF CONTRACT**

11.1 Undersigned agrees that, if he is selected as Contractor/Construction Manager, he will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Owner, execute a Contract in accordance with the terms of this Form of Proposal.

**12. BEGINNING DATE**

12.1 Undersigned agrees to commence work on said Contract by March 15<sup>th</sup>, 2005 upon written notification by the Owner and perform the work continuously without interruption until all work is completed.

**13. MILESTONE DATES**

13.1 Beneficial Date shall be construed as the date when the Contractor has sufficiently completed work for the benefit of tenant fit out construction activities.

13.3 Shell completion dates shall be on or about July 15<sup>th</sup>, 2005.

13.4 The Contractor shall coordinate site work milestone dates with the site contractor. Date coordination shall include but not be limited to site utilities, base coat paving, setting concrete curbing and final paving.

**14. COMPLETION DATE**

14.1 Undersigned agrees to complete the work covered by this Proposal (substantial completion allowing use of property as designed and intended), for **Shell only, (both Retail 2 and Retail 3)** construction on or before July 15th, 2005.

**15. CONDITIONS FOR SIGNING**

- 15.1 This proposal must bear the written signature of the Bidder.
- 15.2 If the Bidder is an Individual doing business under a name other than his own name, the proposal must so state, giving the address of the Individual.
- 15.3 If the Bidder is a Partnership, the proposal must so state, setting forth the names and addresses of all Partners, and must be signed by a Partner so designated as such.
- 15.4 If the Bidder is a Corporation, the proposal must bear the seal of the Corporation, and must be signed by a duly authorized officer or agent of such Corporation.

Undersigned agrees that the Owner shall have the right to accept or reject any or all bids and Alternates affected thereto at his option.

Undersigned represents that this proposal is made in good faith, without fraud, collusion or connection of any kind with any other Bidder of the same work, that he is competing in his own interest and in his own behalf, without connection or obligation to any undisclosed person, that no other person has any interest in regard to all conditions pertaining to the work and in regard to the place where it is to be done, had made his own examination and estimates and makes this proposal.

Undersigned agrees to be bound by the Unit Prices (Alternates) as furnished in this form, and certifies that he has included in this Bid, all allowances specified in any part of the Contract.

Respectfully submitted

\_\_\_\_\_  
(Name of Firm)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(Corporation – affix corporate seal)

*END OF SECTION*