

**PROJECT MANUAL
FOR
NEW
BELK DEPARTMENT STORE
OXFORD GALLERIA
OXFORD, MISSISSIPPI**

Owner

BELK, INCORPORATED

2801 West Tyvola Road
Charlotte, North Carolina 28217

Architect

David L. Rhodes, Managing Architect

1122 South East Bristol Street

Costa Mesa, CA 92626

714 / 436-9000

714 / 436-9055 FAX

ACS Project No's BLM 0396.00

Issued Date: May 21, 2007

Addendum -A- June 01, 2007

**DOCUMENT NUMBER 00020
INVITATION TO BID**

Selected Contractors are invited to bid on the **New** retail store project described below. The requirements for licensing, form of proposal, performance bond, and other related matters are set forth in the bidding documents (consisting of the Bidding Requirements and the Contract Documents).

All work described in the Contract Documents shall be included in the General Contract, including the installation of certain pre-purchased materials furnished by the Owner, as described in Section 01010.

PROJECT: Belk Department Store

LOCATION: **Oxford Galleria- Oxford, MS**

OWNER: Belk, Inc.

DEPOSITS: All Bidding Documents, plans and specifications are available to contractors from **Sharpe Images**- 4832 Dwight Evans Road- Charlotte, NC 28217- Contact person: James Hardy-cell 704 905-1341- office No: 704 525-7087. Derrick Gibson Plan Link Administrator 704 525-7087 dgibson@sharpeimages.com. All printing costs for the Bidding Documents will be invoiced directly from **Sharpe Images** to the contractor requesting the Bidding Documents who, in turn, will pay the costs in full. The contractor bidding the project will determine the number of sets of Bidding Documents needed to submit a bid on project.

PROJECT WEB SITE: All bidding document, plans and specifications are available on the Sharpe Images website.

BID DATE AND TIME: June 21, 2007 – (2:00 PM EST)

**LOCATION OF
BID OPENING:** Conference Room – Store Planning Dept. – Belk Stores Services, Inc.
2801 West Tyvola Road
Charlotte, NC 28217

**ADDRESS BID
ENVELOPE TO:** Belk, Inc.
C/O Store Planning Department
Attn: Gary Beard
2801 West Tyvola Road
Charlotte, North Carolina 28217-4500

END OF DOCUMENT 00020

DOCUMENT NUMBER 00100 INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF PROJECT

- A. This store project is located in **Oxford Galleria- Oxford, Mississippi** and consists of the **NEW** structure.

2. DEFINITIONS

- A. The term "Bidding Requirements" includes all Bidding Requirements and Contract Documents, as enumerated in the Project Manual Table of Contents, excepting Contract modifications.
- B. The term "Bidder", wherever it is used in these Instructions, is generally intended to include, in addition to the prospective Contractor, all Subcontractors and Sub-subcontractors. However, where individual connotation is expressly implied, the reference will be to the Contractor, only.
- C. The term "Contractor", wherever it is used in these Instructions, is intended to mean the prospective Prime or General Contractor as he may be referred to elsewhere in the Bidding and Contract Documents.
- D. Refer to Article 9 for other definitions relative to the interpretation of Drawings and Specifications.

3. PROPOSALS

- A. Proposals must be submitted in duplicate. A specimen copy of the Proposal Form is bound hereinafter; duplicate copies will be furnished to each prospective Contractor prior to the bid date for use in the preparation and submission of his proposal.
 - (1) The Work included in the Contract Documents will be awarded under one General Contract as described in the "Invitation to Bid". Refer to Section 01010 of the Specifications for a listing of prepurchased materials (furnished by the Owner) and for an explanation of excluded work.
 - (2) Each Bidder shall list in the space provided in the Proposal his total Base Bid Sum which shall cover all costs required for the Work, complete and in place. The Proposal shall be based on providing the exact materials and equipment specified in the Contract Documents unless substitutions are approved prior to the Bid Date in accordance with the procedure described hereinafter. The Base Bid Sum shall be a firm price not subject to escalation from any source.
 - (3) All information requested in the Proposal Form must be furnished; therefore all blank spaces shall be filled in when the Proposal is submitted (except where specifically provided otherwise). In addition, the Proposal must be free of interlineations, alterations, or erasures. Any Proposal not completed in compliance with these requirements may not be considered.
 - (4) The Bidder's legal name must be fully stated, and his Proposal must be signed, in longhand, by a person or persons duly authorized to execute such contracts.
 - a. If the signatory is any person other than the sole owner, a partner, or the president or vice-president of a corporation, written authorization for this person to sign must accompany the Proposal.

- b. If a Bidder is a corporation, the Proposal shall be executed in the corporate name by the president or vice-president and attested by the secretary, and the seal of the corporation shall be impressed thereon.
- (5) Each Proposal must be submitted in a sealed envelope, so marked as to indicate its content without being opened. If forwarded other than by mail, it must be hand delivered to the Architect.
- B. Bids will be opened promptly, and read, at the hour and on the date set in the "Invitation to Bid". Bidders or their authorized agents are invited to be present at the location named.
 - C. No Proposal may be withdrawn, for any reason, for a period of thirty (30) days after the date and time set for the opening of said Proposal without forfeiture of bid security. The Owner, however, reserves the right to reject any or all Proposals, to accept any Proposal considered best for his interests regardless of the amount of said proposals, to dispense with formalities, and to waive any informalities or technicalities.
 - D. If the successful Bidder is a corporation or a partnership, a letter shall be filed with the Architect stating which principal will be in charge of this project.
 - E. Note that the Owner will be under no obligation for damages of any kind if the Work does not proceed, or is not completed, or if completion exceeds the time stipulated.

4. SUBSTITUTIONS

- A. The Specification Sections will, in most cases, list two or more manufacturers, brand/trade names, or suppliers for each product or item of material or equipment included therein, any of which may be used in the Work, subject to the conditions set forth below. In a few other cases, only one such designation will be listed for a particular product or item. In either instance, whether or not so stated in the governing Specification Section, substitutions may be proposed for approval **except where the designation "no substitution"** is expressly stated.
 - (1) Generally speaking, drawing details, dimensions, etc., are based on the primary product or item whose proprietary specifications are used in the particular Section, as explained therein. Although other primary manufacturers may be named, making permissible the use of their products or items as stated above, this shall mean only that the Architect has adjudged them to be equal in quality and that they will be considered as primary substitutions, not that every property has been checked insofar as it relates to the Work. This verification shall be the responsibility of the successful Bidder, who shall comply with the requirements set forth in Section 01010 of the Specifications for primary substitutions after award of the Contract.
 - (2) When two or more manufacturers are listed, but non-proprietary specifications are used, all manufacturers, though considered primary in nature, will be subject to approval by the Architect prior to the bid date. This approval shall be obtained basically as prescribed for secondary substitution approval and in accordance with any other requirements stated in the governing Specifications Section.
 - (3) All other substitutions will be considered as secondary in nature and must be presented for approval in accordance with the procedures set forth below.
 - a. Prior to the bid date, but not later than ten (10) calendar days before said date, requests to substitute products or items of materials or equipment shall be submitted to the Architect.
 - [1] Each request shall fully identify the particular product or item of material or equipment that is being proposed as a substitution. Otherwise, without this identification, no further consideration will be given to the request.

[2] Requests shall be accompanied by samples, descriptive literature, engineering information, and other data as necessary to appraise the proposed substitution, including written certification that said substitution will be thoroughly compatible in and with the completed work as designed. Proposed dimensional and/or design changes in the work must be clearly indicated on drawings specially prepared for the purpose; however, no such changes will be considered if, in the opinion of the Architect, they will substantially diminish the integrity of the Work as designed.

[3] Approved substitutions will then be listed by the Architect in regular addenda issued during the bidding period.

b. After bids are received, the low bidder, on his own initiative or at the request of the Architect, shall submit requests to substitute other products or items of materials or equipment, the use of which will result in lower costs to the Owner. Such submissions shall be made within fourteen (14) days after receipt of bids or after so requested by the Architect.

[1] Each of these requests shall be submitted in duplicate on the Architect's standard "Substitution Request" form, a specimen copy of which is bound hereinafter. Adequate copies of this form will be furnished to the low bidder for his use at the appropriate time.

[2] Should any of these substitutions be approved, the low bidder will be notified in writing by the return of the "Substitution Request" form, properly annotated by the Architect to indicate approval and change order amount.

B. After the aforementioned fourteen-day period, during which time the Contract will have been awarded and executed, no deviations from primary products and items of materials or equipment specified or approved, or from approved substitutions, will be permitted without the express consent of, and authorization by, the Architect.

5. SUBCONTRACTS

A. Subcontract costs shall be furnished by each bidder as provided on the Proposal Form.

B. Note that, as stated and agreed to in the Proposal, certain major subcontractors will be subject to the Architect's approval.

C. Note also that, as stated and agreed to in the Proposal, all subcontracts must be negotiated in writing. A copy of each subcontractual agreement shall be furnished to the Architect before the Work is completed.

D. Note also that "Notice of Subcontract" forms must be filed. See Article 17.

E. Each subcontractor shall assign a foreman, for his part of the Work, whose duties shall be confined to this project. All foremen must be able to speak and understand English.

6. SITE INVESTIGATION

A. Each Bidder shall, before submitting his Proposal, thoroughly examine parking lot, contiguous shopping center / mall property and other surroundings to accurately determine the extent of the work involved, and the conditions under which he must operate in performing this work.

B. Note that the general location of the staging area for the Work has been designated. Each Bidder shall examine this area and determine that he will be able to comply with the requirements for access thereto, and for temporary facilities and controls, as described in Section 01500 of the Specifications.

- C. The submission of a Proposal shall be construed as evidence that such examinations have been made, and no subsequent allowance will be made in this connection, on behalf of the Bidder, for any error or negligence on his part.

7. LICENSES

- A. Each Bidder, as a prospective contractor, must satisfy the requirements of the State statutes regarding licenses for bidders and contractors and the display of license number(s) on bid documents. In any case, the contractor's license number must be listed on the Proposal Form furnished by the Architect.
- B. If a separate bidder's license is a statutory requirement, this license number must be prominently displayed on the outside face of the envelope enclosing the proposal, or the envelope will not be opened. In such an event, the Bidder will be disqualified.

8. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. If any party contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Architect a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. ***An official interpretation of said documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of said documents.*** The Owner will not be responsible for any other explanations or interpretations of said documents which anyone presumes to make on his behalf prior to the receipt of Bids.
 - (1) If a Bidder should determine that a part of the work is shown or specified in a manner that will make it impossible to produce a first class installation, the Bidder shall request a written interpretation or clarification upon which to base his Proposal. Failure to submit such request shall not relieve the Bidder from providing alternative conforming Work, as determined by the Architect, at no increase in the Contract Sum.
 - (2) The Drawings and Specifications shall be considered as complementary one to the other.
 - a. Materials and labor indicated, called for, or implied by either the Drawings or Specifications shall be furnished and installed as though expressly called for by both.
 - b. **Should any conflict or discrepancy occur in or between the Drawings and Specifications as to the method by which a particular part of the Work should be accomplished, and/or the materials or equipment to be used therefore, the Specifications will take precedence and it shall be assumed that the Bidder based his costs on the specific requirements unless he requested and obtained clarification, by addendum, as to the exact intent of the Contract Documents prior to the submission of his Proposal.**
 - c. Note, however, that Specification content that is expanded or complemented by dissimilar drawing content or requirements shall not be considered as conflict with the drawings. In this event, it will be assumed that the Bidder based his cost on the more stringent requirement and expensive method by which the part of the work in question is to be accomplished, and/or the materials or equipment to be used therefore, and he shall perform accordingly.
 - (3) Wherever, on the Drawings or in the Specifications, the word "provide" is used, it shall be interpreted to mean "furnish and install". Wherever the words "directed", "permitted", "ordered", or similar expressions are used, it shall be understood that the direction, permission, or order of the Architect is intended. The phrase "as required" shall mean furnishing the labor and materials, and performing the work necessary to accomplish the intent of the Contract Documents whether or not expressly shown or specified. The words

"Approved", "Acceptable", "Satisfactory", and other such terms shall imply approval and acceptance by the Architect.

- B. All requests (written or verbal) for interpretations shall be directed initially to **Bruce Manzer, ACS Senior Project Manager**. In his absence, verbal requests will be referred to **Larry Holmes Belk Construction Manager**.

9. UNIT PRICES

- A. Each Bidder shall submit unit prices as stipulated in the proposal, which, once stated, shall remain in force for the duration of the Contract.

10. PERMITS AND TAXES

- A. The costs of all permits, licenses, and fees shall be included in the Base Bid Sum as shall the costs of sales and use taxes, (see section 01704).
- B. Impact fees paid by Owner.

11. MISCELLANEOUS COSTS

- A. Each Bidder shall include in the Base Bid Sum:
 - 1. All costs necessary to complete the work in accordance with the dates established in Section 01010 of the Specifications.
 - (a) It should be noted that these dates are extremely critical and, if not met, may result in assessment of damages against the Contractor.
 - 2. **\$10,000.00** Allowance to provide commercial waste container service (dumpsters) for the period between B.O.D and Grand Opening Date.
 - 3. **\$23,000.00** Allowance for Temporary electrical power consumption shall be included in the Base Bid Sum, subject to the conditions set forth hereinafter.

12. CONTRACT FORM

- A. AIA Document A101, "Standard Form of Agreement between Owner and Contractor Where the Basis of Payment is a Stipulated Sum".

13. ADDENDA

- A. All Bidders and other recipients of Bidding and Contract Documents will be notified by numbered and dated addenda of any changes to the documents made prior to the Bid Date. Receipt of such addenda must be acknowledged by the bidder in his Proposal as all addenda will become part of the Contract.
- B. Note that the Architect will be under no obligation to provide addenda to any holder of a partial set of Documents unless specifically requested to do so on an individual basis. This will be the extent of the Architect's responsibility in this regard.

14. LIEN RIGHTS

- A. To protect his lien rights, the successful Contractor must file a complete and signed "Notice of Contract" form with the Clerk of Superior Court (or its equivalent) in the County where the project is located. In addition, this "Notice of Contract" must, within thirty days of issuance of the Building Permit, also be posted on the project site in a visible location directly adjacent to the Building Permit.

- (1) The "Notice of Contract" form shall clearly indicate the name and address of the Contractor; the name and address of the Owner; a general description of the property; and the name and address of the person, firm, or corporation filing the "Notice of Contract".
- B. To protect their lien rights, second and third tier Subcontractors must file completed and signed "Notice of Subcontract" forms, likewise with the Clerk of Superior Court (or its equivalent) in the County where the project is located.
- (1) The "Notice of Subcontract" form shall clearly indicate the name and address of the particular Subcontractor; a description of the property being improved; a description of the Subcontractor's Contract, including the names of the parties; a general description of the labor and materials provided under the Subcontract, a request that the Subcontractor be notified in writing by the Contractor within five days following each payment by the Contractor to the first tier Subcontractor for labor performed and materials furnished covered by each Subcontract; and the date payment was made and the period for which the payment was made.

15. SPECIAL REQUISITES

- A. Each Bidder's attention is directed to the stringent requirements for early submittal of shop drawings, product data, and samples. Refer to Section 01010 of the Specifications for explicit instructions in this regard, and to Section 01300 for an overview of the submittal process.
- B. In addition, it shall be noted that the Owner has an established policy for asbestos control which is explained in Section 01010 of the Specifications. Each Bidder must be particularly aware of the fact that strict compliance with the provisions and conditions set forth therein is absolutely mandatory.
- C. Finally, Bidders are admonished to note the Contractor's obligation to submit certain affidavits relative to completion of the work required by the Contract Documents. Samples of the forms to be used for this purpose are bound hereinafter.

END OF DOCUMENT 00100

**DOCUMENT NUMBER 00300
PROPOSAL**

PROJECT:

TO:

GENTLEMEN:

The undersigned, as Bidder hereby declares that only the person, parties, or company interested in this Proposal for the Contract 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 in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has carefully examined and fully understands the Bidding Documents (consisting of the Bidding Requirements and the Contract Documents as enumerated in the Project Manual "Table of Contents") for the subject project as prepared by the **Retail Planning Design Group (RPDG), Architects / Engineers / Interior Planners, 2801 West Tyvola Road, Charlotte, North Carolina**; and that he has made a personal examination of the site and has satisfied himself as to the actual conditions thereat and as to the requirements of the Work. The undersigned, as Contractor, hereby proposes to furnish all materials, labor, and means necessary to construct and complete the Work as stipulated 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 the Contract Documents, for the Base Bid Sum of:

_____ Dollars \$ _____);

01. Contract Bonds. Not required

02. Bid Bond. Not required

03. CONSTRUCTION TIME. The undersigned hereby agrees to complete all work under a single General Contract, as prescribed in Section 01010 of the Specifications, and understands that no extension of time will be allowed because of the acceptance of any alternate or weather delays..

04. OVERHEAD AND PROFIT ON CHANGE ORDERS. The undersigned agrees to complete all work added by written Change Orders for the actual cost of the Work added plus **seven and one-half (7.5) percent** to cover overhead and profit, except that work involving a Subcontractor will be completed for the actual cost of the work plus **ten (10) percent** for the Subcontractor and **five (5) percent** for the Contractor, each to cover overhead and profit. The undersigned also acknowledges that, as stated in Article 7 of the General Conditions, overhead and profit for a given change will be based on the net increase, if any, when both addition(s) and credit(s) are involved in the change. **Overhead will include all office and project management cost.**

03. ALTERNATE BID PRICES. None

04. UNIT PRICES. The following Unit Prices, representing the total cost to the Owner when the scope of the work is changed and when approved by the Architect, are hereby submitted and are guaranteed to remain valid and in force for the duration of the construction period. **The prices will be used for both adds and deducts. These prices shall be the actual cost of the work. The Contractor's overhead and profit are not included in these numbers and will be added to the unit cost:**

- A. Interior metal stud wall (ceiling-height to grid, or 11', and including grid bracing), with 3-5/8" studs at 24" o.c. and with 5/8" gypsum board on each face; **per square foot in place:** \$ _____
- B. Furnishing and installation of Standard 3-5/8" stud, 11' long, at Designated locations in metal stud walls before gypsum Board is installed; **per stud in place:** \$ _____
- C. Installation of special fixture stud (furnished by Owner), including Insert, at designated location in metal stud wall before gypsum Board is installed; **per stud in place:** \$ _____
- D. 24" x 48" lay-in ceiling panels and grid with supports; **per square foot in place:** \$ _____
- E. Replace 24" x 48" lay-in ceiling panel that has been damaged by Owner or Owner's forces; **per panel in place:** \$ _____
- F. Vinyl Composition Tile (VCT); **per square foot in place** \$-----
- G. Type "A" sprinkler head, including all engineering, piping and Fittings, and installation; **per unit in place:** \$ _____
- H. Labor charge for electrical changes, within the original scope of Work, performed by a journeyman electrician; **Price includes labor Rate, labor burden and subcontractors mark up:** \$ _____
- I. Labor charge per hour for electrical changes, within the original scope of work, performed by an electrician helper. **Price includes labor rate, labor burden and subcontractors markup:** \$ _____
- J. Labor charge per hour for mechanical changes, within the original scope of work. **Price includes labor rate, labor burden and subcontractors mark up.** \$ _____

05. ALLOWANCES. Include in the Base Bid Sum the following Allowances. The Contract Sum, it is understood, will be adjusted by Change Order when the final costs under each Allowance have been determined.

- A. **\$10,000.00** Allowance to provide commercial waste container service (dumpsters) from the date of B.O.C and Grand opening Date.
- B. **\$23,000.00** Allowance for consumption of temporary electrical power, such sum subject to adjustment against final costs by appropriate Change Order. Allowance excludes associated costs, which shall also be included in the Base Bid.

06. ASSIGNMENTS OF STEEL BID: Include in the Base Bid in this Proposal, the following Contract Sum, Previously bid by the Owner separately from this Bid, and assigned to the Successful Bidder/Contractor for work under this Proposal and Base Bid:

Structural Steel Systems:

The structural steel contractor shall:

- 1. Deliver structural steel, open web steel joists and joist girders, and steel deck to the project site **not later than August 06, 2007.**
- 2. Begin **steel erection August 13, 2007.**

3. Complete the erection of structural steel, open web steel joists and joist girders, and steel deck **not later than September 03, 2007.**

Structural steel Contractor: Insert Name: TBD
Insert Address
Insert City, State Zip Code
Contact Person: -----
Phone: 000 000-0000
[Insert](#) **Email Address**

Contract amount: \$383,867.00

07. SUBCONTRACTORS. The undersigned affirms that this Proposal is based on quotations received from Subcontractors who are fully qualified in their respective trades, and who meet all specified requirements for experience (both in ability and length of time) and approval, licensing, and/or franchising by Manufacturers.

A. The undersigned agrees that, if the Subcontractors listed below are approved by the Architect, he will contract with these firms for the performance of this work by negotiating a written agreement with each Subcontractor thus approved.

(1) If the Bidder is undecided concerning any subcontract when this proposal is prepared, all subcontractors under consideration shall be identified and listed, for the Architect's information, as an attachment to this form.

B. To aid the Architect in analyzing the major costs for the Project, the undersigned further agrees to furnish the Subcontractor costs and names for the following portions of the Work whether actually awarded or not, either by stating same in the spaces provided, or, if not stated, by reporting same within twenty-four hours after bids are received.

SUBCONTRACT AND COST	SUBCONTRACTOR'S NAME AND ADDRESS
(1) Concrete Work. \$ _____	_____ _____
(2) Metal Fabrications. \$ _____	_____ _____
(3) Carpentry and Wood Work. \$ _____	_____ _____
(4) Joint Sealers \$ _____	_____ _____
(5) Steel Doors and Frames \$ _____	_____ _____

- (6) Wood Doors _____
\$ _____
- (7) Special Doors; Access Panels _____
\$ _____
- (8) Finish Hardware. _____
\$ _____
- (9) Metal Stud Framing Systems;
Gypsum Board. _____
\$ _____
- (10) Porcelain – Installation. _____
\$ _____
- (11) Resilient Flooring. _____
\$ _____
- (12) Acoustical Ceilings _____
\$ _____
- (13) Exterior Painting. _____
\$ _____
- (14) Toilet Partitions _____
\$ _____
- (15) Postal Specialties. _____
\$ _____
- (16) Plumbing Work _____
\$ _____
- (17) Fire Protection Work. _____
\$ _____
- (18) Mechanical and HVAC Work _____
\$ _____
- (19) Electrical Work _____
\$ _____

C. To aid the Owner in analyzing the overall cost of the project, the undersigned states that the Following individual costs represent the materials and labor required to provide each designated part of the work. (Note that this cost information must be provided even though a particular item or area of work may have been included in one of the lump sum subcontract costs in paragraph B., above)

DESCRIPTION OF WORK	COST
(1) Exterior Concrete.	\$ _____
(2) Carpentry Work	\$ _____
(3) Wood Treatments	\$ _____
(4) Access Panels.	\$ _____
(5) Impact Traffic Doors.	\$ _____
(6) Metal Stud Framing Systems	\$ _____
(7) Gypsum Board Systems.	\$ _____
(8) VCT Flooring.	\$ _____
(9) Rubber Base.	\$ _____
(10) Plumbing Work.	\$ _____
(11) HVAC Work.	\$ _____
(12) Fire Protection Work.	\$ _____
(13) TVSS	\$ _____

D. To aid Owner in purchasing the porcelain tile a tile area take-off shall be provided for each type of tile for the project.

1. Actual square footage of area noted on plan where material will be installed:

a. Tile Types	PCT1	PCT2	PCT3
Square footage	_____	_____	_____
b. 6% Overage for breaking, cutting: Square footage	_____	_____	_____
c. Total square footage of material to be ordered	_____	_____	_____

08. ADDENDA RECEIPT. The receipt of the following Addenda to the Contract Documents is acknowledged.

Addendum No. _____ dated _____, 20__ Addendum No. _____ dated _____, 20__

Addendum No. _____ dated _____, 20__ Addendum No. _____ dated _____, 20__

Addendum No. ____ dated _____, 20__ Addendum No. ____ dated _____, 20__

- 09. OWNER'S RIGHTS.** The undersigned acknowledges that the Owner reserves the right to reject any or all proposals, or to accept any proposal considered best for his interests, regardless of the amount of said proposal, to dispense with formalities, and to waive any informalities or technicalities in the Proposal or in the bidding process.
- 10. CONTRACTOR'S AFFIDAVITS.** The undersigned agrees to furnish, to the appropriate parties, all affidavits that are to be submitted upon completion of the Work stipulated by the Contract Documents.
- 11. CONTRACTOR'S LICENSES.** The undersigned declares that he is a duly licensed Contractor in the State of **MISSISSIPPI**, and that all fees for licenses, permits, etc., pertinent to the submission of this Bid have been paid in full.

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

_____, _____
_____, _____
_____, _____
_____, _____

Dated at _____, this the ____ day of _____, 2007.

Contractor _____

By _____ Title: _____

END OF DOCUMENT 00300