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**PROPOSAL AND
AGREEMENT FORM
SUBCONTRACTOR**

Project Number 12J2007

entitled **Joint Sealants**

Faxed or emailed proposals will be received at the office of GH Phipps, 5995 Greenwood Plaza Blvd., Suite 100, Greenwood Village, Colorado on

Tuesday, December 4, 2012 by **2:00 p.m.** All bids received will be opened privately.

THIS PROPOSAL, made this _____ day of _____, 2012 GH PHIPPS, herein designated the Contractor

from:

Contact:
Phone #:
Fax #:

herein designated the Subcontractor. The Subcontractor having carefully examined the Instruction to Bidders, Supplementary Instructions, General Conditions, the Supplementary Conditions, the General Requirements, the Specifications, the Drawings and **ADDENDUM NUMBER(S) _____**, ("contract documents") as prepared by **Boulder Associates Architects, BID FORM ADDENDUM NUMBER(S) _____**, as prepared by **GH Phipps**, as well as the premises and all conditions affecting the work, the undersigned Subcontractor hereby proposes to furnish all plant, labor, materials, equipment, transportation, and perform all work necessary to complete the work indicated under the **TYPE OF WORK**, in accordance with the contract documents and the local, state, and federal laws relating thereto for the construction of:

**Canyon View Medical Plaza
Core & Shell Package**

to be located at: **2373 G Road
Grand Junction, CO 81505**

FOR THE SUM OF: _____ Dollars,

\$ _____ ,

Contractor and Subcontractor agree that the final contract price shall be the amount set forth in the Pricing Summary on Attachment C (Subcontractor Qualifications) subject to additions and deductions for changes agreed upon in writing and issued as a Change Order. In the absence of a written execution by the Subcontractor of this document, the Subcontractor's initiation under this Contract of performance shall be conclusively deemed to be acceptance of all of the terms and conditions contained therein. Subcontractor agrees that all of the proposal alternates within this Proposal & Agreement (if any) may be added or deleted by change order for a period of 60 days after the proposal submittal date.

Percent DBE participation with respect to the above base bid: %MBE_____, %WBE_____,

Bid Bond: Not required.

Performance Bond: The Cost of a Performance-Material/Labor Payment Bond is **included** in the proposal amount. The Subcontractor acknowledges he can provide a Performance-Material/Labor Payment Bond, or an irrevocable letter of credit in the format required to Contractor in the full amount of this proposal and in accordance with number 10 of Additional Terms herein.

The **deductive** cost of said **bond** or letter of credit from the proposal amount above, if requested, will be:

<\$ _____ > dollars.

ATTACHMENT A ACKNOWLEDGEMENT:

I acknowledge that I have reviewed and agree to the terms and conditions set forth in GH Phipps Attachment A dated 7/07.

Signed: _____ Date: _____

SPECIAL CONDITIONS ACKNOWLEDGEMENT:

I acknowledge that I have reviewed and agree to the terms and conditions set forth in GH Phipps Special Conditions dated November 20, 2012.

Signed: _____ Date: _____

SCHEDULE ACKNOWLEDGEMENT:

I acknowledge that I have reviewed the GH Phipps schedule and agree to the schedule logic contained herein.

Signed: _____ Date: _____

CONTRACTOR'S ALTERNATES:

Please provide contractor alternates, including the use of substitute materials. Attach a separate list on your company letterhead if necessary.

CA #1:

Add/Deduct (circle one) \$ _____ + bond \$ _____ = \$ _____

CA #2:

Add/Deduct (circle one) \$ _____ + bond \$ _____ = \$ _____

BID ALTERNATES: NOT APPLICABLE

PROPOSAL UNIT PRICES: NOT APPLICABLE

PROVIDE THE FOLLOWING INFORMATION: (This may be a basis of award.)

1. Indicate lead time required for crew: _____ days.

TYPE OF WORK:

SPECIFICATION SECTION NUMBERS:

Division 01 General Requirements

Section 07 92 20 – Joint Sealants

and other related specifications applicable to above.

DOCUMENTS: This Proposal is based on the following drawings and specifications:

Drawings

100% Construction Documents dated November 16, 2012 as prepared by Boulder Associates Architects

Specifications:

100% Construction Documents dated November 16, 2012 as prepared by Boulder Associates Architects

WORK INCLUDED WORK TO BE INCLUDED, BUT NOT LIMITED TO THE FOLLOWING:

GENERAL REQUIREMENTS APPLICABLE TO ALL WORK:

1. **Prior to award of Subcontract and solely at the discretion of GH Phipps, Subcontractor may be required to provide current company financial information, vendor contacts, banking and bonding contacts as deemed acceptable to GH Phipps. The actual award of a Subcontract will be withheld until this information is processed by GH Phipps and this information or lack of response can ultimately be used to reject a proposal and award the Subcontract to another Bidder. At the discretion of GH Phipps, Sub-tier Subcontractors and Supplier lien waivers OR joint checking agreements will be required as deemed necessary by GH Phipps prior to payments being released.**
2. **Bidder shall abide by the “Illegal Alien Act” as applicable to partial or full publicly funded projects per CRS 8.17.5.**
3. Comply with General Conditions, Supplementary General Conditions in Division 1 as it applies to this work.
4. Conform to all applicable codes and standards as specified.
5. Conform to all OSHA standards and regulations and all provisions of GH Phipps Attachment A.
6. Provide all permits that may be required for this work.
7. This proposal includes all labor, material costs, shipping costs F.O.B. jobsite, overhead, and profit.
8. Before submitting a Bid Proposal, Bidders should carefully examine the Contract Documents; visit the site of work; evaluate all existing conditions, site limitations and access issues and progress of work to date. Include in the Bid Proposal a sum sufficient to cover the cost of all items intended by the Contract Documents and as needed to address the issues noted above.
9. If Bidder is in doubt as to the intent or meaning of any part of the Contract Documents, the Bidder shall submit a written request electronically to the Project Estimator at GH Phipps. GH Phipps will get clarification on the issue. Only written interpretations from GH Phipps or clarifications issued by addendum will be considered valid and

allowable part of the bid proposal. If there are discrepancies in the documents the most stringent condition shall apply.

10. All bidders shall vigorously pursue to the greatest extent possible the Affirmative Action goals in a section of this proposal form (DBE participation).
11. Review the specifications for submittal procedures and submit required information for your work as it relates to shop drawings, product data, samples and test data (conform to specifications). Furnish only manufacturers as specified or approved in addendum. Ensure submittals and material deliveries are submitted and delivered timely to support the project schedule.
12. Verify existing conditions and include all field measuring as necessary for this trades work.
13. Provide protection of adjacent work in existing construction while this work is in progress. Provide protection of your finished product until acceptance by GH Phipps. All subcontractors shall provide protection for working on or over a finished roof product. Additionally, all subcontractors installing equipment on finished roof shall provide protection for finished roofs. Any costs due to damages of other trades work or existing finishes will be the responsibility of the trade causing the damage.
14. Subcontractors are to provide the necessary ventilation systems for work performed that would impact or stop work of other trades from working as determined by GH Phipps. If the subcontractor can't provide adequate ventilation, the work must be scheduled for off hours without additional compensation. Subcontractors should be aware that if they will be working in occupied areas, they should minimize the use products that produce noxious and dangerous fumes.
15. Provide lay out all required to complete this trades work except as noted to be performed by GH Phipps.
16. All costs relating to temporary storage, staging of equipment, tools and protection shall be borne by the subcontractor requiring storage and protection. The subcontractor shall retain full responsibility for any damage, theft, vandalism, or deterioration to stored materials and any damage caused by materials to surrounding surfaces or finishes.
17. This subcontractor shall provide its own temporary meter/water supply as required for their work for the duration of the project or unless otherwise addressed by GH Phipps.
18. This subcontractor shall provide any and all temporary guardrails, barricades, covers as required for their trades work to ensure a safe work environment and in compliance with OSHA standards.
19. All subcontractors will be required to participate in GH Phipps Quality Control Program and Healthcare Infection Control and Interim Life Safety Programs as required by GH Phipps.

SPECIAL REQUIREMENTS – ALL TRADES:

1. All work to be performed during normal hours of construction (6:30 AM to 3:30 PM). If overtime or after hours work is required to meet the specified project schedule this cost and associated manhours must be identified in your bid proposal for proper coordination with GH Phipps.
2. Pricing is to be held for the project duration, except as noted otherwise.
3. Participate in composite cleanup as defined in the GH Phipps Special Conditions.
4. Provide all submittals, certificates, shop drawings, and samples as specified and/or required.
5. The successful bidder will be required to provide straight time and over time labor rates.
6. Note we cannot allow billings for off-site stored materials, unless specifically approved in advance by the Owner.

SPECIFIC REQUIREMENTS:

1. The Subcontractor's quotation **will not** be considered a Contract Document. Prior to issuing a subcontract to the Successful Bidder GH Phipps will evaluate all the bids. This bid evaluation process may involve interview of the low apparent bidder(s) as required
2. Structure your bid proposal as follows:
 - a. Dampproofing of elevator pit.
 - b. Site sealants (see list below for scope of work).
 - c. Exterior building façade sealants (see list below for scope of work).
 - d. Interior building sealants (concrete SOG joints, including column diamonds).
3. Provide dampproofing as shown and specified.
4. Furnish and install joint sealants as shown on the drawings and in accordance with the requirements of the specifications.
5. Prime, protect, and clean adjacent surfaces as required for installation.
6. Provide mock-ups as specified.
7. Provide all primer, backer rods and bond breaker tape as required.
8. Provide warranties as specified.
9. Provide labor, material and hoisting to unload, distribute and install this work.
10. Include any scaffolding and hoisting required for this work.
11. Include interior caulking at dissimilar materials.
12. This subcontractor to confirm that all caulking is compatible with associated materials.
13. Joint sealants for the exterior of the structure shall include, but not be limited to, control and expansion joints at the following:
 - a. Masonry.
 - b. Stone to stone at parapet caps.
 - c. Exterior hollow metal door frames.
 - d. Dissimilar materials that abut to each other (e.g. brick to louvers, brick to stone, metal panels to masonry).
 - e. Caulk steel/steel joints that have gaps.
14. Joint sealants for the exterior site work shall include control and expansion joints at the following:
 - a. Sidewalks, including joint between sidewalk and building. Also includes sidewalk to curb joints.
 - b. Stone columns to sidewalk joints (e.g. entries).
 - c. Slab on grade joints at and around perimeter trash enclosure area.
 - d. Concrete paving joints, if applicable.
15. Provide all other caulking required for this project, unless mentioned otherwise in this bid form.
16. Include 120 hours of miscellaneous joint sealant work to be coordinated with GHP supervision. Note if the work hours are not coordinated with the superintendent, they will not count as an extra or against the work allowance. Also include \$1,000 of material. Provide cost included for this work here (labor & material): \$ _____.
17. Questionable items in the bid documents must be clarified with the design professional or GH Phipps. No compensation will be given for assumptions not in agreement with the designer or GH Phipps

TAX:

This project is subject to all applicable sales and use taxes. City use taxes are the responsibility of this subcontractor.

PROJECT SCHEDULE:

Project start date: December 3, 2012

Project completion date: January 10, 2014

The above mentioned completion date is for the entire project only. This Subcontractor shall conform to his specific item completion dates as identified in the attached schedule.

This Subcontractor must perform in accordance with the attached schedule as required to meet the schedule and progress of construction work on site. This Subcontractor agrees to include necessary overtime and/or additional crews and/or increase its crew size in order to meet individual completion dates.

The schedule referenced to above is subject to change in reference to sequencing of work items and item durations. GH Phipps will issue updated schedules throughout the project to identify any revisions to this Subcontractor's work items, and Subcontractor shall schedule his work accordingly with no extra cost if notified of change in a reasonable time period.

This Subcontractor shall conform to his specific item completion dates as identified in the bid schedule.

This Subcontractor agrees to include necessary overtime and/or additional crews and/or increase its crew size in order to meet individual completion dates mentioned above.

WORK EXCLUDED:

1. Prevailing wages.
2. Liquidated damages.
3. Dampproofing of grade beams.
4. Sealants at exterior windows.
5. Fire caulking for mechanical and electrical penetrations, and at head of partitions and shafts.
6. Fire safing at slab edge.
7. Acoustical sealants.
8. Sealing of stair stringers to drywall in both stair cores.
9. Spray foam insulation.
10. Sealants associated with the following work:
 - a. Millwork/casework.
 - b. Ceramic floor and wall tile.
 - c. Interior hollow metal door and window frames.

ADDITIONAL TERMS:

1. **Mark-up** for change order work performed by this Subcontractor will not exceed a combined total of 15% of the cost for overhead and fee. **Mark-up** by this Contractor for change order work performed by second tier subcontractors will not exceed a combined total of 5% for overhead and fee. **Mark-up** for change order work performed by second tier Subcontractors shall not exceed a combined total of 15% of the cost for overhead and fee.
2. Subcontractor shall comply with Section 5 of Attachment A for Phipps insurance coverage requirements.
3. Subcontractor represents that it has obtained Architect's written approval of all **substitutions** prior to submitting bid in accordance with project Specifications.
4. All debris generated from Masonry, Drywall, Mechanical, and Electrical Subcontractor work must be removed from construction site by respective Subcontractors. All other trades may use the GH Phipps dumpster if provided.
5. This Subcontractor shall be responsible for **hoisting** his own materials, supplies and equipment. For projects where GH Phipps installs and maintains a building hoist, this Subcontractor may have use of said hoist (at no charge) for hoisting materials which do not exceed the hoist safety limitations and which are hoisted during normal working hours. Subcontractor agrees to coordinate hoist schedule with and pay any associated overtime to GH Phipps. GH Phipps **will not** have a hoist on this project.
6. GH Phipps and the Owner shall have the **right to waive** any informality or irregularity in any bid or bids received and to accept the bid or bids which, in either our or the Owner's judgment, is in the Owner's best interests.
7. **No material storage** will be allowed on the construction site without consent and direction of GH Phipps.
8. GH Phipps and the Owner shall have the right to accept alternates in any order or combination, unless otherwise specifically provided, and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted.
9. **Equal Opportunity, Discrimination and Affirmative Action.** The Subcontractor agrees to comply with the letter and spirit of the Colorado Anti discrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402 CRS 1973, as amended), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975.
10. **Performance Bond:** The Cost of a Performance-Material/Labor Payment Bond is **included** in the proposal amount. The Subcontractor acknowledges he can provide a Performance-Material/Labor Payment Bond, or an irrevocable letter of credit in the format required to Contractor in the full amount of this proposal. Failure to provide a Performance Bond or an irrevocable letter of credit will be basis for forfeiture of Subcontractor's bid bond, certified funds or letter of credit as liquidated damages. The above bond or letter of credit shall be delivered to Contractor within ten days of request by Contractor and if it is not delivered Contractor shall have the right to immediately terminate this Agreement. The Performance Bond must be delivered to Contractor before Contractor will release a signed copy of this Agreement. All bonds shall be executed by such Sureties as: 1) are licensed to conduct business in the State of Colorado, and 2) are named in the current Federal Register, Circular 570, US Treasury Department, and 3) have a current Best rating of A or better.
11. GH Phipps may accept this proposal at any time within 60 days of proposal submittal date by signing in the designated space on the last page. This will then become the Subcontract Agreement between the Contractor and Subcontractor.
12. GH Phipps Attachment A dated 7/07 (terms and conditions), shall be included as a part of this Proposal and Agreement. Copies of the Attachment A are available through the Phipps office.

Proposal Submitted by:
Subcontractor, _____

Subcontractor Signature

By: _____

Title: _____ Date: _____

Secretary

Corporate Seal