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**PROPOSAL AND
AGREEMENT FORM
SUBCONTRACTOR**

Project Number 12J2002

entitled **Drywall**

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

Tuesday, January 22, 2012 by **2:00 p.m.** All bids received will be opened privately.

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

from:

Contact:

Phone #:

Email:

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 RB+B 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:

**Odell Brewing Company
Odell Brewhouse Expansion**

to be located at: **800 East Lincoln Avenue
Fort Collins, CO 80524**

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_____, %Other_____

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.

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 (attached).

Signed: _____ Date: _____

PROPOSAL ALTERNATES: (none)

PROPOSAL UNIT PRICES: (none)

LABOR UNIT PRICES:

Labor unit prices per man-hour including all overhead, profit and fringe benefits.

Labor Description*	Regular	Shift Work	Overtime

* i.e.: foreman, framer, carpenter, laborer, etc. Rates may be utilized in the evaluation of change orders, and time/material work. The rates must be in compliance with the Owner's contract and are subject to audit.

MISCELLANEOUS EQUIPMENT UNIT PRICES

Unit cost for miscellaneous equipment including all overhead and profit.

Equipment Description*	Daily	Weekly	Monthly

* i.e.: scaffolding, scissor lift, etc. (Attach a separate page if necessary.)

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

1. Indicate time required for shop drawing/submittal preparation _____ weeks.
2. Indicate lead time required after receipt of approved shop drawings for delivery to site ready for installation _____ weeks.
3. Please provide your companies Tax Identification # _____
for the local taxing jurisdiction associated with this project.

TYPE OF WORK:

SPECIFICATION SECTION NUMBERS:

Division 1, General Requirements
05 40 00 Cold Formed Metal Framing
09 29 00 Gypsum Board Assemblies
07 84 13 Firestopping (as applicable)

and other related specifications applicable to above.

DRAWING NUMBERS: Odell Brewhouse Construction Documents, issue date 12/18/2012.

Specifications: Odell Brewhouse Project Manual dated 12/18/2012.

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 its own temporary task lighting as required to complete its work.
19. 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.
20. 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.
21. Provide owner training as specified, in addition to all required closeout documents such as Operations and Maintenance Manuals, record drawings/specs, etc.
22. Subcontractor is to provide a two year duration warranty.

SPECIFIC REQUIREMENTS:

1. Perform layout of drywall partitions and soffits.
2. Furnish and install the drywall and cold formed framing work as shown the drawings and in accordance with the requirements of the specifications.
3. Provide acoustic and thermal batt insulation in all drywall work.
4. Comply with cold formed framing notes on sheet S000.
5. Comply with cold formed framing details as indicated on sheet S013.

6. Perform cold formed framing and sheathing per 20/S202.
7. Provide drywall finish on wood skylight shifts. D1/A542.
8. Perform drywall work at wood-framed interior partitions.
9. Construct J10 Furring (using metal furring members).
10. Provide fire and acoustic sealants, except at other trades' penetrations.
11. Provide safing at top of wall conditions per sheet A002 (drywall construction only).
12. Furnish and install 3 ½ x 3 ½ 12 Ga. angle framing at C2, D5/A561, etc.
13. Furnish and install flexible flashings that are applied over sheathing and sheetrock.
14. Provide paired studs at awning connection, C2/A561.
15. Provide mortar backerboard for tile and stone work.
16. Construct sheetrock on framing channels under stairs. A421, etc.

TAX:

It is the bidder's responsibility to satisfy all relevant tax liabilities relating to performing the work as determined by law and applicable jurisdictions.

This project is subject to state and local to sales and use taxes.

City of Fort Collins and Larimer County sales taxes on permanent materials are subject to pre-payment via use tax deposit. Payment of the balance of taxes are to be each subcontractor's responsibility.

PROJECT SCHEDULE:

Project start date: February 11, 2013

Project completion date: August 1, 2013

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 as well as the start date. 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.

WORK EXCLUDED:

1. (none)

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