



5995 Greenwood Plaza Blvd, Suite 100
Greenwood Village, CO 80111
303-571-5377 Fax 303-629-7467

496 Nevada Mesa View
Colorado Springs, Colorado 80907
719-633-4673 Fax 719-471-3169

**PROPOSAL AND
AGREEMENT FORM
SUBCONTRACTOR**

Project Number 15J0021

entitled **Acoustical Ceilings**

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

Friday, February 27, 2015 by **2:00 p.m.** All bids received will be opened privately.

THIS PROPOSAL, made this _____ day of _____, 2015 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 ("contract documents") as prepared by **LKA 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:

**Colorow Elementary School
General Upgrades**

to be located at: **6317 S. Estes St
Littleton, CO 80123**

BID PACK #1 FOR THE SUM OF: _____ Dollars,

\$ _____ ,

BID PACK #2 FOR THE SUM OF: _____ Dollars,

\$ _____ ,

TOTAL COMBIND 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 September 29, 2014.

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 \$ _____ = \$ _____

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.)

BID ALTERNATES: NOT APPLICABLE

PROPOSAL UNIT PRICES: NOT APPLICABLE

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

1. Indicate time required for shop drawing/submittal preparation (after notice to proceed): _____ weeks.

2. Indicate lead time required for material (after approved submittals): _____Weeks

TYPE OF WORK:

SPECIFICATION SECTION NUMBERS:

Division 1 General Requirements
 Section 09 51 00 Suspended Ceiling Systems

and other related specifications applicable to above.

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

Drawings

Bid Package #1 and #2 Documents dated February 11, 2015 as prepared by LKA Architects, Inc.

Specifications:

Project Manual Documents dated February 11, 2015 as prepared by LKA Architects, Inc.
See above.

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. **Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura™ CPM system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura™ CPM system. Subcontractor shall include a similar provision in its agreements with suppliers, sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.18% (18 basis points) of contract value, with a minimum fee of \$50 and a maximum fee of \$2,500. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of \$100 per sub-subcontractor or supplier contract.**
3. **Bidder shall abide by the "Illegal Alien Act" as applicable to partial or full publicly funded projects per CRS 8.17.5.**
4. Comply with General Conditions, Supplementary General Conditions in Division 1 as it applies to this work.
5. Conform to all applicable codes and standards as specified.
6. Conform to all OSHA standards and regulations and all provisions of GH Phipps Attachment A.
7. Provide all permits that may be required for this work.
8. This proposal includes all labor, material costs, shipping costs F.O.B. jobsite, overhead, and profit.
9. 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.
10. 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.
11. All bidders shall vigorously pursue to the greatest extent possible the Affirmative Action goals in a section of this proposal form (DBE participation).
12. 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.

13. Verify existing conditions and include all field measuring as necessary for this trades work.
14. 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.
15. 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.
16. Provide lay out all required to complete this trades work except as noted to be performed by GH Phipps.
17. 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.
18. 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.
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.

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.
7. Responding firms are to provide a list of exclusions, clarifications and any specific exceptions to the information provided within this RFP and referenced documents. Provide references to the specific information (part of the RFP, documents, bid form) that your clarification applies to. General "boilerplate" and "fine print" types of clarifications are not desired.

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. Furnish and install acoustical ceilings as shown on the drawings and in accordance with the specifications.
3. Include cleanup on a daily basis and hauling and disposal of all debris generated by this work
4. Provide all crane, hoisting, lifts, rigging, scaffolding, etc., required for this work. There will be no crane, etc., provided by others.
5. Include all accessories as specified and required.
6. Provide labor, material and hoisting to unload, distribute and install this work.
7. Temporary electrical power and lighting will be provided by GH Phipps. All other temporary power and lighting, such as task lighting, light stands, etc., required by bidder to complete his work shall be the responsibility of bidder and shall be included in his Proposal.
8. Include all acoustic batt insulation above the work of this trade, if applicable.
9. Provide extra stock material as specified.
10. Include all moldings, trim, and preformed coves as shown and indicated.
11. Include hold down clips as specified.
12. Furnish and install all supports, anchors, and fasteners as required to provide a complete installation.
13. Furnish and install all suspension systems as specified.
14. Grid layout shall be per the reflected ceiling plan shown on the drawings.
15. Conform to all NRC and STC ratings as specified.
16. Final clean as specified.
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 tax exempt in regards to sales, use, state, and RTD taxes.
Tax exemption applies only on material that is left as a permanent part of the project.
All sales taxes apply on materials that ARE NOT a permanent part of the project.

PROJECT SCHEDULE:

This Subcontractor shall conform to his specific item completion dates as identified in the GH Phipps Special Conditions.

WORK EXCLUDED:

1. Prevailing wages.
2. Thermal insulation.
3. Plywood.
4. Wood blocking.

ADDITIONAL TERMS:

1. **Mark-up** for change order work performed by this Subcontractor will not exceed a combined total of 10% 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 10% 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, _____

By: _____
Subcontractor Signature

Secretary

Title: _____ Date: _____

Corporate Seal