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**PROPOSAL AND  
AGREEMENT FORM  
SUBCONTRACTOR**

**Project Number 09P0208  
Page 1 of 12**

entitled **Building Specialties**

Sealed, faxed or e-mailed proposals will be received at the office of GH Phipps, 5995 Greenwood Plaza Blvd., Suite 100, Greenwood Village, Colorado on **Thursday December 3, 2009 by 2:00 p.m.** All bids received will be opened privately.

THIS PROPOSAL, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 to 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 \_\_\_\_\_, **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:

**Cherry Creek School District No. 5**

to be located at:

- Cottonwood Creek Elementary
- Homestead Elementary
- Willow Creek Elementary

- 11200 E. Orchard Road, Englewood, 80111
- 7451 S. Homestead Pkwy, Englewood, 80112
- 7855 S. Willow Way, Centennial, 80112

FOR THE SUM OF: (See Price Schedule) \_\_\_\_\_ Dollars,

\$ (See Price Schedule) \_\_\_\_\_,

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:

<\$ (See Price Schedule)>dollars.

**PRICE SCHEDULE:- For Accounting Purposes Only**

*Item #1:* Bid line items which pertain to your particular trade(s). **Each line item must be priced separately.**

*Item #2:* **Provide, on your company letterhead, a breakdown of each line item for the three projects.**

*Item #3:* The cost of performance bond, as indicated on page 1 of the bid form, for the below pricing shall be **included** in the proposal amount for each individual item.

*Item #4:* All pricing below shall be in accordance with the Work Included section of this bid form.

**PRICE #1: Section 77200, Roof Accessories, (Furnish Only):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:  
<\$ \_\_\_\_\_>dollars.

**PRICE #2: Section 10100, Visual Display Boards (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:  
<\$ \_\_\_\_\_>dollars.

**PRICE #3: Section 101200, Tackable Wall Panels (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:  
<\$ \_\_\_\_\_>dollars.

**PRICE #4: Section 101300, Sanitary Wall Panel System (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:  
<\$ \_\_\_\_\_>dollars.

**PRICE #5: Section 101740, Solid Phenolic Toilet Compartments (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:

<\$ \_\_\_\_\_>dollars.

**PRICE #6: Section 102600, Corner Guards (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:

<\$ \_\_\_\_\_>dollars.

**PRICE #7: Section 105200, Fire Extinguisher, Cabinets and Accessories (Furnish Only):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:

<\$ \_\_\_\_\_>dollars.

**PRICE #8: Section 106510, Folding Panel Partitions (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:

<\$ \_\_\_\_\_>dollars.

**PRICE #9: Section 108100, Toilet and Shower Accessories (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
\$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:

<\$ \_\_\_\_\_>dollars.

**PRICE #10: Section 111320, Projection Screens (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
 \$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, from the proposal amount above, if requested, will be:  
 <\$ \_\_\_\_\_>dollars.

**PRICE #11: Section 116623, Gym Equipment (Furnish and Install):**

FOR THE SUM OF: \_\_\_\_\_ Dollars,  
 \$ \_\_\_\_\_ ,

The **deductive** cost of said **bond** or letter of credit, as described on page 1, 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 (attached).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSAL ALTERNATES:**

*Alternate Number S-1A: Asphalt Roto-milling-Cottonwood Creek*

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

*Alternate Number S-1B: Asphalt Roto-milling-Homestead*

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

*Alternate Number S-1C: Asphalt Roto-milling-Willow Creek*

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

*Alternate Number S-2A: Retaining Walls- Cottonwood Creek*

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

*Alternate Number S-2B: Curbs- Homestead*

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

*Alternate Number S-2C: Retaining Walls- Willow Creek*

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

*Alternate Number S-3:* Asphalt Path – Cottonwood Creek

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

*Alternate Number A-1:* Lobby Porcelain Tile Flooring

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

*Alternate Number A-2A:* New Aluminum Windows

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

*Alternate Number A-2B:* New Aluminum Windows with Low E Glazing

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

*Alternate Number A-3:* Art Office/ Storage Room Expansion

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

*Alternate Number A-4:* Tubular Day-lighting Devices

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

*Alternate Number A-5:* Cafeteria Tubular Day-lighting Devices

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

*Alternate Number A-6:* Casework

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

*Alternate Number A-7:* Linoleum Tile Flooring

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

*Alternate Number A-8:* Folding Panel Partitions- Cottonwood Creek

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

*Alternate Number A-9:* Casework-Homestead

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

*Alternate Number A-10:* Collins & Aikman “In-Stiches”

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

*Alternate Number A-11: Collins & Aikman "Crayon"*

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

*Alternate Number A-12: Gym Masonry Wall Re-pointing and Painting- Homestead*

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

*Alternate Number E-1: Lighting Fixtures- Cottonwood Creek and Homestead*

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

*Alternate Number E-2: (Not Used)*

*Alternate Number E-3: Lighting Fixtures*

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

*Alternate Number E4: Gymnasium Lighting Fixtures*

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

*Alternate Number E5: Theater Lighting Fixtures*

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

*Alternate Number E6: Classroom Audio Enhancement System*

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

*Alternate Number E-7 Technology Cabling*

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

**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.

**TYPE OF WORK:**

**SPECIFICATION SECTION NUMBERS:**

Division 1, General Requirements  
 Section 77200, Roof Accessories  
 Section 101000, Visual Display Boards

Section 101200, Tackable Wall Panels  
Section 101300, Sanitary Wall Panel System  
Section 101740, Solid Phenolic Toilet Compartments  
Section 102600, Corner Guards  
Section 105200, Fire Extinguisher, Cabinets and Accessories  
Section 106510, Folding Panel Partitions  
Section 108100, Toilet and Shower Accessories  
Section 111320, Projection Screens  
Section 116623, Gym Equipment

and other related specifications applicable to above.

**DRAWINGS:** This Proposal is based upon Construction Document drawings dated November 9, 2009 as prepared by LKA Partners.

**SPECIFICATIONS:** Project Manual Cherry Creek Elementary School Renovations dated November 9, 2009 as prepared by LKA Partners.

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

**GENERAL REQUIREMENTS APPLICABLE TO ALL WORK:**

1. Comply with General Conditions, Supplementary General Conditions in Division 1 as it applies to this work.
2. Provide all submittals, certificates, shop drawings, and samples as specified and/or required.
3. Furnish only manufacturers as specified or approved in addendum.
4. Conform to all applicable codes and standards as specified.
5. Provide protection of adjacent work in existing construction while this work is in progress.
6. Provide all permits that may be required for this work.
7. Verify existing conditions and include all field measuring as necessary.
8. Conform to all OSHA standards and regulations and all provisions of GH Phipps Attachment A.
9. This proposal includes all labor, material costs, shipping costs F.O.B. jobsite, overhead, and profit.
10. Review the specifications for submittal procedures and required information for your work as it relates to shop drawings, product data, samples and test data (conform to specifications).
11. Provide Phipps with the schedule of all work which must be performed by other trades to accommodate your work.
12. Provide Phipps with the schedule of information needed from other trades to enable you to accomplish your work. Please indicate dates you will need the information.
13. Provide Phipps with list of items relating to your work which require clarification so the work can proceed without delay or interruption.
14. All bidders shall vigorously pursue to the greatest extent possible the Affirmative Action goals in a section of this proposal form (DBE participation). Refer to Phipps Affirmative Action Program.
15. Items in the documents that are questionable **MUST** be clarified with the design professionals or Phipps. No compensation will be allowed for assumptions not in agreement with the design professionals.
16. All application of sprayed coatings, epoxies and other potentially toxic materials shall be done during off-hours or weekend operations. Provide overtime in your estimate to cover these costs. Notify Phipps with a separate

document attached to the bid form if you anticipate any of this work to occur and how much time has been allotted.

17. Subcontractor's personnel erecting and dismantling scaffold adjacent to structures which would support anchor points for a personal fall arrest system or horizontal life lines are required to use fall arrest.

**SPECIFIC REQUIREMENTS - GENERAL**

1. All subcontractors are required to include criminal background check for each employee, paid for by this subcontractor.
2. Subcontractor shall provide separate crews for each school and must be able to accommodate the two shifts as well as the separate crew per school.
3. Employment certification will be required.
4. Comply with General Conditions, Supplementary General Conditions in Division 1 as it applies to this work.
5. Provide all submittals, certificates, shop drawings, and samples as specified and/or required.
6. Furnish only manufacturers as specified or as approved in addendum.
7. Conform to all applicable codes and standards as specified.
8. This project will require double-shifts to accommodate the completion dates.

**SECTION 77200, ROOF ACCESSORIES**

1. Furnish F.O.B. jobsite all roof accessories as shown on the drawings and in accordance with the requirements of the specifications.
2. Conform to manufacturers as specified.
3. Include the safety post as specified.
4. Include all accessories as specified for a complete installation.
5. Provide warranty as specified.

**SECTION 101000, VISUAL DISPLAY BOARDS**

1. Furnish F.O.B. jobsite all visual display boards as shown on the drawings and in accordance with the requirements of the specifications. Provide additive cost for installation of these items.
2. Conform to manufacturers as specified.
3. Include all accessories as specified for a complete installation.
4. Provide warranty as specified.

**SECTION 101200, TACKABLE WALL PANELS**

1. Furnish F.O.B. jobsite all tackable wall panels as shown on the drawings and in accordance with the requirements of the specifications. Provide additive cost for installation of these items.
2. Conform to manufacturers as specified.
3. Furnish and install the tack-boards at the display cases.
4. Include all accessories as specified for a complete installation.
5. Provide warranty as specified.
6. Include framed tackboards with trim. Unframed tackboards will be furnished and installed by others.

SECTION 101300, SANITARY WALL PANEL SYSTEM

1. Furnish and install all sanitary wall panels as shown on the drawings and in accordance with the requirements of the specifications.
2. Conform to manufacturers as specified.
3. Include all accessories as specified for a complete installation.
4. Provide warranty as specified.

SECTION 101740, SOLID PHENOLIC TOILET COMPARTMENTS

1. Furnish and install all toilet partitions as shown on the drawings and in accordance with the requirements of the specifications.
2. Include urinal screens as indicated.
3. Include field measuring as required for fabrication of toilet partitions.
4. Include all accessories required for a complete installation.
5. Furnish material in sizes and gauges as specified.
6. Provide materials in colors and finishes as selected by the Architect.
7. Provide warranty as specified.
8. Adjust and clean per specification requirements.

SECTION 102600 CORNER GUARDS

1. Furnish F.O.B. jobsite all wall and corner guards as shown on the drawings and in accordance with the requirements of the specifications. Provide additive cost for installation of these items.
2. Include all accessories required for a complete installation.
3. Provide warranty as specified.
4. Furnish material in sizes and gauges as specified.
5. Provide materials in colors and finishes as selected by the Architect.
6. Provide warranty as specified.

SECTION 105200, FIRE EXTINGUISHER, CABINETS AND ACCESSORIES

1. Furnish F.O.B. jobsite fire extinguishers and cabinets as shown on the drawings and in accordance with the requirements of the specifications.
2. Include extinguishers at fire valve cabinets as specified.
3. Conform to manufacturers as specified.
4. Installation of extinguishers and cabinets will be by others.
5. Provide warranty as specified.

SECTION 106510, FOLDING PANEL PARTITIONS

1. Furnish and install the folding panel partitions as shown on the drawings and in accordance with the requirements of the specifications.
2. Conform to manufacturers as specified.

3. Overhead steel support will be by others. Provide bolt layout on your shop drawings for coordination with the miscellaneous metals subcontractor.
4. This subcontractor is responsible for a complete installation, including all threaded rod.
5. Provide warranty as specified.
6. Do not include the allowance amount in your pricing. This will be carried by GH Phipps.
7. Conform to all NRC and STC ratings as specified.

**SECTION 108100, TOILET AND SHOWER ACCESSORIES**

1. Furnish F.O.B. jobsite all toilet and shower accessories as shown on the drawings and in accordance with the requirements of the specifications. Provide additive cost for installation of these items.
2. Unframed mirrors are not included, as they are furnished and installed by others.
3. Include all accessories required for a complete installation.
4. Furnish material in sizes, gauges, and finishes as specified.
5. Provide materials in colors and finishes as selected by the Architect.
6. Provide warranty as specified.
7. Adjust and clean per specification requirements.

**SECTION 111320, PROJECTION SCREENS**

1. Furnish and install all projection screens as shown on the drawings and in accordance with the requirements of the specifications.
2. Projection screens are located as indicated in the drawings.
3. Include all accessories required for a complete installation.
4. Conform to the manufacturers as specified.
5. Include field measuring.
6. Provide warranty as specified.

**SECTION 116623, GYM EQUIPMENT**

1. Furnish and install all gym equipment as shown on the drawings and in accordance with the requirements of the specifications.
2. Include field measuring as required for fabrication.
3. Include all accessories required for a complete installation.
4. Furnish material in sizes and gauges as specified.
5. Provide materials in colors and finishes as selected by the Architect.
6. Provide warranty as specified.

**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.

**PROJECT SCHEDULE:**

Project start date: June 9, 2010

Project completion date: August 12, 2010

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. Gerald H. Phipps, Inc. 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. Sales tax.
2. Survey and layout (GH Phipps).
3. In wall backing/blocking (GH Phipps).
4. Custom millwork item (millwork sub).

**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 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.

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Proposal Submitted by:  
Subcontractor, \_\_\_\_\_

\_\_\_\_\_  
Subcontractor Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary

Corporate Seal