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**PROPOSAL AND
AGREEMENT FORM
SUBCONTRACTOR**

**Project Number 09P0208
Page 1 of 9**

entitled **Paint and Wall Coverings**

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:* Any credits that may be given through combining separate price items must be submitted on separate letterhead and attached herewith. **For any separate pricing to be valid, all affected line items must be priced separately below.**
- 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: Cottonwood Creek Elementary:

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: Homestead Elementary:

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: Willow Creek Elementary:

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 \$ _____ + bond \$ _____ = \$ _____
(circle one)

Alternate Number S-3: Asphalt Path – Cottonwood Creek

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

Alternate Number A-1: Lobby Porcelain Tile Flooring

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

Alternate Number A-2A: New Aluminum Windows

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

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

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

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

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

Alternate Number A-4: Tubular Day-lighting Devices

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

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

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

Alternate Number A-6: Casework

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

Alternate Number A-7: Linoleum Tile Flooring

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

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

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

Alternate Number A-9: Casework-Homestead

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

Alternate Number A-10: Collins & Aikman "In-Stitches"

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 \$ _____ = \$ _____

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 97210, Vinyl Wall-covering
Section 99200, Painting

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:

1. Furnish all material, labor and equipment required to apply paint and vinyl wall coverings as shown and scheduled on the drawings and in accordance with the requirements of the specifications.
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. Include cleanup on a daily basis and hauling and disposal of all debris generated by this work
4. Temporary electrical power and lighting will be provided by Gerald H. Phipps, Inc. 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.
5. Provide all crane, hoisting, rigging, scaffolding, etc., required for this work. There will be no crane, etc., provided by others.
6. Include any interior scaffolding required to work in high ceiling/wall areas as may be required.
7. Coordinate with work of all other ceiling trades to avoid conflicts.
8. Any damage caused to other trades work as a result of work by this subcontractor will result in a back charge to this subcontractor.
9. Furnish all extra stock material as specified and required.
10. Include touch up preparation and prime painting work as required.
11. New wall construction shall be inspected by this subcontractor prior to commencing work for substrate deficiencies. Written notification shall be given to Gerald H. Phipps, Inc. upon acceptance.
12. During application of paint, seal return air ducts and provide 100% outside air ventilation. If necessary, work must be performed during off hours to avoid any safety hazards or work slow downs of other trades resulting from fumes generated from this scope of work.
13. Include finishing of wood millwork items as specified.
14. Furnish samples as specified.

15. Include mock-ups as specified.
16. Conform to environmental requirements as specified.
17. Conform to manufacturers as specified.
18. Protect adjacent work.
19. Include surface and substrate preparation as required and specified. Please make not of notes on drawings that specify preparation. This subcontractor is required to visit the site to understand the existing conditions of materials that require preparation.
20. Paint and finish all interior and exterior surfaces as shown on the drawings or listed in the Room Finish Schedule and as required.
21. Paint all ductwork, piping, conduit, vents, weather caps, galvanized steel flashing and other exposed appurtenances.
22. Paint all exposed interior and exterior structural steel, steel stairs and stair components, handrails, guardrails and miscellaneous steel fabrications.
23. Apply primers, sealers and fillers as required and specified.
24. Provide all scaffolding to complete work.
25. Paint all exposed mechanical and electrical devices.
26. Paint exposed steel treads and risers in stair cores.
27. Include joint sealants as required for this scope of work, including:
 28. Caulking of hollow metal door and window frames that occur in drywall framing.
 29. Caulking at ceramic tile where it abuts drywall.
 30. Others will apply/install sealants at acoustical ceilings, millwork, glass and glazing.
31. All subcontractors are required to include criminal background check for each employee, paid for by this subcontractor.
32. Employment certification will be required.
33. Comply with General Conditions, Supplementary General Conditions in Division 1 as it applies to this work.
34. Provide all submittals, certificates, shop drawings, and samples as specified and/or required.
35. Furnish only manufacturers as specified or as approved in addendum.
36. Conform to all applicable codes and standards as specified.
37. Remove wall-coverings as indicated on the demolition drawings (This is to alleviate any surface damage that could be caused if a demo contractor were to perform this work).
38. Paint all exposed conduits, piping, ductwork as indicated on the drawings.
39. This project will require double-shifts to accommodate the completion dates.

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. Survey and layout.
2. Wall carpet.
3. Prefinished wood doors.

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.

Proposal Submitted by:
Subcontractor, _____

Subcontractor Signature
By: _____
Title: _____ Date: _____

Secretary
Corporate Seal