

**PROPOSAL AND AGREEMENT FORM
SUBCONTRACTOR**



GERALD H. PHIPPS
GENERAL CONTRACTORS

1530 West 13th Avenue
Denver, Colorado 80204-2400
303-571-5377 Fax 303-629-7467

Entitled Mechanical

Sealed proposals will be received at the office of Gerald H. Phipps, Inc., 1530 West 13th Avenue, Denver, CO on December 18, 2009 by 5:00 p.m.

THIS PROPOSAL, made this _____ day of _____, 2009 to Gerald H. Phipps, Inc., herein designated the Contractor.

From: _____ Contact: _____
Phone: _____
Fax: _____

herein designated the Subcontractor. The Subcontractor having carefully examined the Special Conditions, instruction to Bidders, Supplementary Instructions, General Conditions, the Supplementary Conditions, the General Requirements, the Specifications, the Drawings and Addendum Numbers _____, (contractor documents as prepared by Bennett Wagner & Grody Architects PC., BID Form Addendum Numbers _____, as prepared by Gerald H. Phipps, Inc., as well as the premised 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 _____, in accordance with the contractor documents and the local, state, and federal laws relating thereto for the construction of:

Denver Health Medical Center to be located at: 777 Bannock St.
Cafeteria Renovation Denver, CO 80204

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 Contractor 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 90 days after the proposal submittal date.

Performance Bond: The cost of a Performance-Material/Labor Payment Bond is _____ 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

ADDITIONAL INFORMATION

The following information is required at the time of bid. This may be a basis of award.

LABOR UNIT PRICES:

Labor unit prices per man-hour including all overhead, profit and fringe benefits. (This will be used for evaluation of change orders and T & M work.

Labor Description*	Regular	Shift Work	Overtime

*i.e., framer, carpenter, laborer, etc.

PREVAILING WAGES

Work Description	Rate	Fringes

MISCELLANEOUS EQUIPMENT UNIT PRICES*

Equipment Description	Daily	Weekly	Monthly

i.e., scaffolding, scissor lift, etc.

Provide add alternates to buy-up additional SBE participation as applicable.

ATTACHMENT A ACKNOWLEDGEMENT:

I acknowledge that I have reviewed and agree to the terms and conditions set forth in Gerald H. Phipps, Inc. Attachment A dated October 2, 2009.

Signed _____ Date: _____

SCHEDULE AND PHASING ACKNOWLEDGEMENT:

I acknowledge that I have received and agree to the schedule and each of the five individual phases of construction as outlined in the Special Conditions as provided by Gerald H. Phipps, Inc.

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: _____

Deduct \$ _____ + bond \$ _____ = \$ _____

CA #2: _____

Deduct \$ _____ + bond \$ _____ = \$ _____

PROPOSAL ALTERNATES:

Review Section 01030, Alternates, for alternate descriptions and how they relate to the base bid scope of work.

Alternate #1: Elevator Lobby Improvements

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

Alternate #2: 24-Hour Café

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

SBE PARTICIPATION ALTERNATES: *(This may be a basis of award.)*

Percent SBE participation included in this proposal with respect to the base bid: _____%

SBE #1: Provide 10% of SBE participation with respect to the base bid.

ADD \$ _____ + bond \$ _____ = \$ _____

SBE #2: Provide 25% of SBE participation with respect to the base bid.

ADD \$ _____ + bond \$ _____ = \$ _____

SBE #3: Provide 50% of SBE participation with respect to the base bid.

ADD \$ _____ + bond \$ _____ = \$ _____

SBE #4: Provide _____% of SBE participation with respect to the base bid.

ADD \$ _____ + bond \$ _____ = \$ _____

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 of manhole to site ready for installation _____ weeks.

↓
TYPE OF WORK:

SPECIFICATION SECTION NUMBERS:

Gerald H. Phipps, Inc. Special Conditions
Division 1, General Requirements
Division 15, Mechanical (except for 15300, Fire Protection)
Section 02221, Trenching, Backfilling, Compacting for Utilities
Section 02200, Earthwork
Section 02010, Subsurface Exploration

And other related specifications applicable to above.

DRAWING NUMBERS: This proposal is based on the following drawings and specifications:

Construction drawings as prepared by Bennett Wagner & Grody Architects PC.

SPECIFICATIONS:

Volume 1 of 3 – Introductory Information, Soils Reports, Division 01 through Division 10
Volume 2 of 3 – Division 11 through Division 14
Volume 3 of 3 – Division 15 through 17

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 Gerald H. Phipps, Inc. 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. 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.
15. 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.
16. 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.
17. This is a Five-Phase project as shown throughout the Construction Documents and as noted in the Gerald H. Phipps, Inc. Special Conditions. Review all documents and include costs for this work in your proposal.

SPECIFIC REQUIREMENTS:

1. Furnish and install all mechanical systems as shown on the drawings and in accordance with the requirements of the specifications and as required for a complete operational system.
2. Include machine and hand excavation, backfill, and compaction as required for mechanical work in accordance with Division 2 of the specifications and as required. Provide scrubbers on equipment used indoors.
3. At a minimum include cleanup on a daily basis, and hauling and disposal of debris generated by this work, to the dumpster provided by Phipps.
4. Make final connections to Owner furnished equipment and to equipment furnished by Gerald H. Phipps, Inc. or other trades.
5. Include Mechanical Identification Painting.

6. Include mechanical permits and fees as required.
7. Include all hoisting required for installation of this subcontractor's equipment and materials.
8. Include final cleaning of material and equipment provided by this subcontractor.
9. Disconnect, remove or relocate mechanical work associated with mechanical system demolition. Include all demolition of existing mechanical systems as shown on the drawings and as specified.
10. Include cutting and patching, including cutting of roof openings as required by this subcontractor's operations.
11. Include flashings and pitch pans as required at roof curbs and penetrations furnished or required by this Subcontractor.
12. Core drill at concrete/masonry walls and floor slabs as required for this subcontractor's operations.
13. Furnish sleeves required by this subcontractor to concrete forming subcontractor for installation.
14. Include premium time for change over work for connections into existing mechanical systems.
15. Include all steel framing for hangers and support of mechanical ductwork or piping.
16. Include temperature control wiring and conduit as required by specifications.
17. Furnish access panels required for mechanical access to other trades for installation.
18. Furnish anchor bolts and templates to Gerald H. Phipps, Inc. for embedment into concrete.
19. Provide all warranties, as-built drawings, and Owner instructions as specified. All ceilings must be coordinated.
20. Provide coordination drawings for your work. All ceilings must be coordinated.
21. Provide all incidental items such as off-sets, fitting and accessories required as part of the work.
22. This subcontractor is responsible for visiting the site and fully understanding all conditions and limitations affectir Division 15 work. Should any errors occur in this subcontractor's proposal resulting from failure to inspect the jobsite, this subcontractor will be held 100% responsible for any additional monies. Any items not completed on drawings must be provided (i.e., drinking fountain indicated on architectural drawings but not on plumbing drawings).
23. Closely review the Food Service drawings and specifications and provide final connections as required and as shown.
24. Furnish and install fire/smoke dampers as shown per plans and specifications and as required by the applicable code.
25. Furnish all warranties, spare parts, and extra stock as required for this trade.
26. Provide all testing and certification as required for this trade.
27. Furnish all material and labor to tie-in Division 15 portion of Owner furnished equipment.
28. This subcontractor is responsible for ceiling tile removal and replacement if required for the installation of Divisor 15 work (if area of work is not shown to be demolished).
29. Clean all mechanical equipment as specified.
30. Include identification of equipment as required, including pipe identification.
31. This subcontractor shall be responsible for all layout required for his/her anchor bolts and/or sleeves.
32. Include flashing of vents passing through the roof.
33. Include demonstrations, testing and maintenance services as specified.
34. Schedule maintenance and coordination with Gerald H. Phipps, Inc. master project schedule as required to provide coordination with all project trades. Schedule updated by Gerald H. Phipps, Inc. will be conducted, as required, using the coordinated input from all contractors.
35. Perform pump alignment. Submit alignment report prior to start-up.

36. Safety controls, i.e., flow switches and pressure differential switches for mechanical equipment protection, are to be wired by this subcontractor.
37. Include automatic temperature controls complete to the full intent of the drawings and specifications.
38. Install ductwork per SMACNA requirements.
39. Provide brackets to secure piping to casework where required.
40. Furnish and install sinks and service fixtures.
41. Include all scaffolding for your work if required.
42. This subcontractor shall perform all mechanical demolition as required per plans and specifications. Refer to mechanical, electrical, architectural and structural.
43. Include firestopping in accordance with applicable codes and as specified within Section 07270 for all penetrations of walls, ceilings, floors and other surfaces.
44. Mechanical Subcontractor is to provide line voltage transformers for faucet and toilet control sensors. *NA*
45. Include all test and balance as well as temperature controls work in this proposal.
46. Furnish and install new intake grilles at Air Intake Enclosure shown on detail 2/A2.3 TYP.
47. Provide equipment and labor necessary to remove and reinstall the removable slab to install the new air handling unit. Removable slab shall be completely returned to its original location and condition. See Sheet S2.3 for additional information.
48. Existing infrastructure support for critical hospital systems run through Corridor AB16 as noted on Sheet AD2.1 (Note 51). Protect these systems as necessary so as not to disrupt or damage.
49. Furnish and install stainless steel counter with sink in Decontamination Room AB43B (32/A9.3).
50. Include all research, coordination and temporary systems (if required) to maintain a fully operational mechanical system during all phases.
51. As part of this subcontractor's trenching operations to install and/or remove underground piping, provide equipment and labor as required to stockpile existing gravel and existing structural fill/base. Include protection (masonite or visqueen) as required so as not to contaminate existing gravel with soil. Perform trenching operations in a manner that allows for the clear separation of underground materials.

TAX:

City of Denver sales tax shall be included on all materials that remain a permanent part of the project.
 This project is tax exempt in regards to 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:

Project Start Date: June 1, 2010 (per Gerald H. Phipps, Inc. Bid Schedule)
 Project Completion Date: September 25, 2012 (per Gerald H. Phipps, Inc. Bid Schedule)
 See Gerald H. Phipps, Inc. Special Conditions for schedule terms and conditions.

WORK EXCLUDED:

1. Development fees
2. Tap fees.
3. Concrete housekeeping pads.
4. Concrete inertia bases.
5. Fire Protection.
6. Underground fuel tank removal (separate project).

Proposals not submitted on the Gerald H. Phipps, Inc. bid form will be rejected. Please note that this project is a Prevailing Wage project. If you have any questions please contact Todd Ruff at (303) 571-5377 Ext. 1246.

ADDITIONAL TERMS:

1. This Subcontractor shall conform to #30 "Change Orders" in the Gerald H. Phipps, Inc. Special Conditions dated September 13, 2006 and per Section 01035 of the specifications for acceptable mark-up on Change Order work. Be advised the DHHA auditor will review and may reject rates if they are deemed unfair.
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 Gerald H. Phipps, Inc. dumpster if provided.
5. This Subcontractor shall be responsible for **hoisting** his own materials, supplies and equipment. For projects where Gerald H. Phipps, Inc. 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 Gerald H. Phipps, Inc. Gerald H. Phipps, Inc. **will not** have a hoist on this project.
6. Gerald H. Phipps, Inc. 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 Gerald H. Phipps, Inc.
8. Gerald H. Phipps, Inc. 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. Gerald H. Phipps, Inc. 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. Gerald H. Phipps, Inc. Attachment A dated 4/04 (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

Secretary

By: _____

Title: _____ Date: _____

Corporate Seal