PROJECT BIDDING DOCUMENT
for a Trellis Real Estate Development Project

DIVISION 2 – BULK DEMOLITION & SITE PREP
Introduction:

Trellis (the Owner), invites all qualified parties to provide a LUMP-SUM BID to complete the Bulk Demolition & Site Prep for a real estate development project located at 1617 W. Colter Street, Phoenix AZ 85015.

All sealed bids must be delivered to Trellis’ office in a sealed envelope with “Bid: Colter Bulk Demolition & Site Work” written in the lower left hand corner on, or before April 28, 2016 at 4:00 PM. Bids will not be accepted later than the specified time unless all Bidders are notified of an extension by Bid Addendum.

The presentation of a Bid constitutes the Bidder’s acknowledgement and acceptance of all Conditions and Provisional Requirements connected to this Project, and any Final Contract Agreement. The terms and final agreement, if any, will be for a negotiated fixed price to complete the full scope of work herein in accordance with the Project Requirements and Exhibits that encompass these Bidding Documents. This Bidding Document is structured as follows:

- Introduction (above)
- Project Summary & Floor Plan
- Bidding Instructions
- Contractors Qualification Statement
- The Bid Form & Scope of Work
  - Exhibit A – Construction Requirements
  - Exhibit B – Alternates
  - Exhibit C – ALATA Survey
  - Exhibit D – Form of Contract
  - Exhibit E – Insurance Requirements
  - Exhibit F – Fund Control Policy
  - Exhibit G – Supplemental General Conditions
  - Exhibit H – HUD Section 3
  - Exhibit I – Request for Information
Bid Instructions:

The intent of these documents is to facilitate the Bidders ability to account for all labor, materials, equipment and service of every kind necessary for the proper execution of the work under Contract, and fully contemplate the requirements, terms and conditions under a Contract thereof.

1. Examination of Property, Documents, Plans, Drawings, Specifications and Scope of Work:
   b. To report problems obtaining bidding documents, contact the Trellis Project Manager, TJ Myres at 602-759-8707 or via e-mail at: tjmyres@trellisaz.org.
   c. By presenting Trellis with a Bid, the Bidder represents that they have carefully examined and fully familiarized themselves with the Bidding Documents, Plans, Drawings, Specifications, Scope of Work, subject property and intrinsic site characteristics associated with the Project. Neither the Owner nor the Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents. Further, by the submission of a Bid, the Bidder represents that they have completed their own due diligence examinations, have capable and qualified resources in place and are ready to execute the Project as presented within 10 days of Owner notification to proceed.
   d. The Bidder shall be responsible for contemplating the cost of all unusual conditions or deviations, which exist at the time of their examination. No extra compensation will be allowed for any matter or thing, concerning which the Bidder might have fully informed themselves prior to submitting a bid. In cases where the scope of work, specification or approved plans run in conflict, the more stringent shall apply and/or prevail.
   e. In cases where material components, equipment or both are unintentionally omitted or overlooked and are a necessary feature for a complete job, Bidders are obligated to notify the Trellis Project Manager of the circumstance. Additions, deletions or clarification to matters related to Scope of Work, Specification and Bidder Requirements must be filed with the Owner on the Request for Information Form (Exhibit I) provided herein. Each request will be addressed through a Bid Addendum, issued by the Trellis Project Manager. Items not brought to the attention of the Owner during the bidding period shall be done in accordance with the Civil Engineer’s interpretation “for the good of the work” and in accordance with the intent and meaning of the design, project objectives and goals.
   f. Any Addenda issued by the Trellis Project Manager during the Bid Process are considered to be part of any Final Agreement. Failure to acknowledge receipt of any/all Addenda in the space provided on the Bid Form does not relieve the Bidders obligation to provide for those provisions and Addends in their Bid as presented.

2. Bidder Qualification Criteria:
   a. Bidders will be of professional caliber, duly licensed and in good standing with the appropriate regulatory agency(ies), in the State they are practicing business. Bidders are required to furnish a material supplier and Subcontractor list (if used) to Trellis listing all resources intended for use on the Project.
   b. All Bidder resources (subcontract or otherwise) are held accountable to meeting the same standards of qualifications that are required of the Bidder. Trellis maintains the right to reject any of the Bidders affiliates failing to meet the qualification standards set forth in the bidding documents. Upon any written rejection by Trellis of Bidder affiliates, the Bidder must provide a suitably qualified alternate within 24 hours.
   c. Complete the forms provided herein and attach copies of the following documents:
      1. Copy of valid Contractors License.
      3. Copies of General Liability, Workers Compensation and Automobile Insurance Certificates within the prescribed limits (see Exhibit E).
      4. A copy of Maricopa County Dust Control Permit.
3. Submitting Bids:
   a. Late Bids will not be accepted. Trellis reserves the right to waive irregularities in the Bid Forms and reject any Bid, in whole or in part, for failure to adhere to these instructions and/or meet the established qualification standards, either latent or otherwise.
   b. Bids will ONLY be accepted on Attachment C - “Bid Form & Scope of Work”. Place the Bid Form on top of your submittal so that it is the first visible document when the package is removed from the envelope. A complete and acceptable Bid Form requires line item budgets for each task listed on the Scope of Work. Alterations to the Bid Form and Scope of Work beyond entering quantity adjustments, line item budgets and subtotals will disqualify the Bid. By furnishing Trellis with a Bid, the Bidder represents that figures provided by them constitute the full and complete costs of the Scope of Work, and is inclusive of all licensing fees, general overhead and profit. The Bid Form must be signed by the duly licensed Officer of the organization and free of any alterations beyond that which is described.

4. Owner Alternates:
   a. Trellis is requesting Alternates with this project (Exhibit B). Line item pricing for these alternates are to be written on the scope of work specific to the alternate, but are not to be included in the total of the Bidder’s Lump Sum Price written on the Bid Form.

5. Withdrawal of Bids:
   a. Bidders may withdrawal their Bid, either personally or by written notice at any time prior to the scheduled time for opening of the Bids.

6. Award or rejection of Bids:
   a. Award of Contract, if it be awarded will be to the lowest responsible and qualified Bidder. Any such award will be made within thirty (30) calendar days after opening of the bid proposals.

7. Execution of Agreement
   a. The Bidder to whom award is made shall execute a written contract with Trellis. An example of the form of contract contemplated for this project is attached as Exhibit D of the Bidding documents.
   b. Upon award, but before execution of the Agreement, the Subcontractor shall without delay, provide Trellis with a Project Schedule within five (5) calendar days. Failure or refusal to enter into a contract, or to conform to any stipulated requirement in connection herein shall be just cause for annulment of the award.
   c. Where Bidder is a corporation, proposals must be signed under the legal names of the Corporation followed by the name of the state of incorporation and legal signature of the licensed, qualified agent, who is authorized to bind the organization to Contract Agreements.
Statement of Qualifications
Contractor Qualification Statement

Date: ______________

GENERAL COMPANY INFORMATION:

Company Name: ______________________________________________________________________

DBA: _________________________________________________________________

□ Corporation □ Partnership □ Limited Liability Corporation □ Individual
If Corporation, list the State where the Company is incorporated: ______________________________

Company Address: ___________________________________________________________________

City: ______________________________    State: _______ Zip Code: _________________

Office Phone No. (___) ________________________    Office Fax No. (___)

Email Address: ______________________________________________________________________

Principal Contact Name: ____________________________________ Title: ______________________

E.I.N #:_________________________________     T.P.T. #: ___________________________________

DUNS #:________________________________     AZ ROC License No.______________________

License Classification (s): ___________________

Company Principals:

<table>
<thead>
<tr>
<th>Name &amp; Address</th>
<th>Title</th>
<th>SSN#</th>
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<tbody>
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</table>

Number of years in business as this entity: ________

Has the Company name ever changed? □ – Yes □ – No

If yes, what was the original name? ____________________________

Number of persons on Company payroll. _____ Full-time  _____ Part time

Companies annual Gross Receipts (2-year average). $______________.00

Has the Company ever filed a Bankruptcy? □ – Yes □ – No

If yes, provide the following:

Case# ______________  Chapter _____
Has the Company had any claims, liens, judgments or complaints filed against it in the last 7-years? □ – Yes □ – No

If yes, provide brief explanation and disposition:
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

PROJECT REFERENCES:

<table>
<thead>
<tr>
<th>Project Name/Location</th>
<th>Owner/GC Name, Address &amp; Contact Information</th>
<th>Type of Project</th>
<th>Dollar Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>□ – New Commercial</td>
<td>$_________.00</td>
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<td>□ – Tenant Improvement</td>
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<td>□ – New Residential</td>
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<td>□ – Remodel/Rehab.</td>
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<td>□ – Other:</td>
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<td>□ – New Residential</td>
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<td>□ – Other:</td>
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<td>□ – Other:</td>
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BUSINESS BANKING RELATIONSHIP:

<table>
<thead>
<tr>
<th>Name &amp; Address of Institution</th>
<th>Types of Account</th>
<th>Average Monthly Balance</th>
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<tbody>
<tr>
<td></td>
<td>□ – Business Checking</td>
<td>$_______.00</td>
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<td></td>
<td>□ – Business Savings</td>
<td>$_______.00</td>
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<td></td>
<td>□ – LOC w/Limit of $_______.00</td>
<td>$_______.00</td>
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<td></td>
<td>□ – Other:</td>
<td>$_______.00</td>
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</tbody>
</table>
SUPPLIER REFERENCES:

<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>Supplier Address</th>
<th>Contact Name</th>
<th>Supplier Phone No.</th>
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COMPANY STATEMENT:

Provide a brief statement such as experience of co-workers, including officers and other information that demonstrate the Bidders ability to work in residential rehabilitation, property improvement or construction.

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
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SIGNATURE AUTHORIZATION:

Name(s) authorized to sign Contracts, Bids, Change Orders and Endorsements.

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</table>
Bid Form & Scope of Work

Exhibit A – Construction Requirements
Exhibit B – Alternates
Exhibit C – ALATA Survey
Exhibit D – Form of Contract
Exhibit E – Insurance Requirements
Exhibit F – Fund Control Policy
Exhibit G – Supplemental General Conditions
Exhibit H – HUD Section 3
Exhibit I – Request for Information
Lump-Sum Bid Form

PROJECT ADDRESS: 1617 W. Colter Street, Phoenix, AZ 85015

PROJECT TYPE: “Bulk Demolition & Site Prep” for a real estate development project.

This Invitation to Bid does not automatically qualify the prospective Bidder for consideration.

This bid is for residential improvements in conformance with jurisdictional Building Codes and Trellis standard specifications as provided and described in the bidding documents.

LUMP SUM PROJECT BID:
BASE BID

1. Having examined the Contract Documents, and Addenda Nos. [ ] through [ ] (enter zero if none), for the above-referenced project, having ascertained all of the conditions affecting the proposed work and having visited the site, we do hereby propose to furnish all supervision, labor and materials, transportation, services and equipment necessary for, and/or reasonably incidental to the construction and proper completion of the work called for by the above-named documents for the sum of: ($ ___________________) & _______/100 Dollars hereinafter referred to as the Lump-Sum Bid. (the Bid includes all materials, delivery, labor, taxes, cash allowances and insurance costs.)

2. I/We attest by submission of our Bid that we have fully familiarized ourselves with and understand the required scope of work, specifications and details necessary to execute the above captioned activity(ies) in their entirety. I/We also assert that any and all clarifications, Addenda and/or exclusions have been adequately addressed and/or meet with our satisfaction, and that we will not request to increase the contract amount because of our failure to determine the final design intent, materials and scope of the work.

3. BID VALIDITY DATE
I/We agree to hold our bid open for 30 days from Bid closing date.

4. CONSTRUCTION-TIME SCHEDULE
Substantial completion of the activity (ies) included in this Bid will be __________ consecutive calendar days after construction start.

5. START OF CONSTRUCTION
I/We agree to commence work within (5) five days after written Notice to Proceed.

6. SIGNATURES
The undersigned hereby certifies that they are a duly licensed Subcontractor by the State of Arizona; that such license will be in full force and effect throughout the duration of the construction, that any and all tradespeople, suppliers or Subcontractors to be employed on the project will be licensed and/or properly trained and that licensed responsible managing employees shall in fact supervise the work during construction.
Name of individual members of Bidders firm who will perform work on the Project:

_______________________________________ _________________________
Name of Individual                        Position/Title

_______________________________________ _________________________
Name of Individual                        Position/Title

_______________________________________ _________________________
Name of Individual                        Position/Title

Business Type (check one):
(    ) Individual Sole/Proprietor           (    ) Corporation        (    ) Partnership
(    ) Registered MWBE                      (    ) Limited Liability Corporation

Type of License:__________________________ No.____________________issue date:

Maricopa County Dust Permit SC#__________________________

If Corporation:

Name of President: _____________________________

Corporation organized under the laws of the State of:__________________________

Bid dated this day ______________________ of____________________________

Signed by (Qualifying Party):

Print Name and Title: _____________________________

Legal Address:

______________________________________________ __________________
Officers Signature               Date: MM/DD/YR
______________________________________________ __________________
Business Name                   Subcontractors License No.
______________________________________________ __________________
Business Address                Contact Phone No.
THE SCOPE OF WORK
SCOPE OF WORK

Address: 1617 W Colter Street

Location: 1 - General Conditions

Bid Date: __________________________  Project: __________________________
Initial: __________________________

Division 02 - Bulk Demolition & Site Prep

00.01-10 OWNER REPRESENTATION
The Owner's Consultants on this project are:
MCDougall Devcon - Civil Engineering
ECS Allstate Services - Environmental

These consultants are acting on behalf of the Owner as independent third-party representatives on this project, with the authority to supplement the General Conditions, Construction Requirements or Scope of work due to unforeseen conditions or as circumstances change. Routine inspection and approval of work product by these consultants will be required during construction.

00.01-11 CONSTRUCTION DEFINITIONS
"Owner" means NHSP Holdings, LLC, Trellis, Trellis Community Development or assigned designee.

"General Contractor" means assigned designee.

"Bidder" means contractor, subcontractor. The Qualified Individual or Firm, awarded the Contract and engaged by the Owner/General Contractor to complete a specific Scope of Work herein, in its entirety, their tradesmen, personnel, material suppliers and/or specialty vendors.

"Install or Construct" means to fabricate, assemble, set up, test and warrant new material components, pieces of equipment or devices.

"Provide means to purchase, furnish, deliver.

00.01-12 VERIFY QUANTITIES/MEASUREMENTS
By presenting the Owner with a Bid, the Bidder represents that they have carefully examined and fully familiarized themselves with the Bidding Documents, Plans, Drawings, Specifications, Scope of Work, subject property and intrinsic site characteristics associated with the Project. Further, by the submission of a Bid, the Bidder represents that they have completed their own due diligence examinations, meet the Bidder Qualification criteria and have capable and qualified resources in place to execute the Scope of Work as presented.

The Scope of Work and Specifications shall be compared with the existing field conditions. The Bidder shall be responsible for contemplating the cost of all unusual conditions or deviations, which exist at the time of their examination.

In cases where specifications, material components or equipment are unintentionally omitted or overlooked, and are a necessary feature for a complete job, Bidders are obligated to notify the Owner of the circumstance. Additions, deletions and clarifications to matters related to Scope of Work, Specifications and/or Bidder Requirements will be addressed through a Bid Addendum and issued by the Owner.

Any Addenda issued during the Bid Process are considered to be part of any Final Agreement. Failure to acknowledge receipt of any/all Addenda in the space provided on the Bid Form does not relieve the Bidders obligation to provide for those provisions and Addenda in their Bid as presented.

All measurements, quantities and units provided herein are for the contractor's convenience. By presenting the Owner with a Bid, the Bidder represents that they have inspected the property, compared the Scope of Work to the physical conditions in place, verified all dimensional, quantity and specification content, and have fully contemplated all physical needs required to complete the Project as planned. No claims for additional funds due to discrepancies in measurements, quantities or specification content will entertained if not submitted during the Bidding period.
00.01-13 CODES AND ORDINANCES


Environmentally sensitive operations regarding lead-based paints, asbestos and hazardous waste removal are governed by, and shall be executed in compliance with Federal Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and local jurisdictional protocols and procedural dictates.

00.01-29 COST CONTROL

Any and all additional or change order work outside of the Scope of Work requires preapproval prior to the performance of the work.

Where and when unit pricing for a particular line item of work is already defined through the Bidding Documents, the extra work will be paid at the rate stated for that item, which includes the General Contractors Overhead and Profit.

In cases where unit pricing is not established on the Scope of Work during the Bidding process, the default rate will be based on the below stated hourly rate, plus materials, and a 15% markup allowance for Overhead and Profit.

BIDDER TO PROVIDE THE HOURLY LABOR RATES AS FOLLOWS:

Superintendent = $______________

Equipment Operator = $______________

Driver = $______________

Laborer = $______________

00.01-30 BIDDER ACKNOWLEDGEMENT

By signature below and by submission of a Bid Form, Bidder acknowledges, understands and accepts all Construction Requirements, Instructions, Specifications and Supplemental Conditions described herein, together with Exhibits A - H and/or any other enumerated documents to which constitute “The Project Requirements”

The Bidders lump sum figure represents the full and complete costs, including overhead, profit and applicable taxes necessary to satisfy all Project Requirements, whether or not specifically mentioned elsewhere in this scope of work.
### Location: 2 - Bulk Demolition

#### Trade: 4 Site Work

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00.31-03 REMOVE TREE &amp; GRIND STUMP: SMALL</td>
<td>20.00</td>
<td>EA</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Cut to within 24&quot; of the ground and remove tree(s) up to 16&quot; dia.</td>
<td></td>
<td></td>
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<tr>
<td>Evenly grade disturbed areas. Clean tree materials</td>
<td></td>
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<tr>
<td>and associative debris from top soils. Haul and dispose of material in</td>
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<tr>
<td>legal landfill.</td>
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<tr>
<td>LOCATION: Entire Property.</td>
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<tr>
<td>00.31-04 REMOVE TREE &amp; GRIND STUMP: LARGE</td>
<td>5.00</td>
<td>EA</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Cut to within 24&quot; of the ground and remove trees over 16&quot; dia.</td>
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<tr>
<td>Evenly grade disturbed areas. Clean tree materials</td>
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<tr>
<td>and associative debris from top soils. Haul and dispose of material in</td>
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<td>legal landfill.</td>
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<tr>
<td>LOCATION: Entire Property.</td>
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<tr>
<td>00.31-31 CLEARING &amp; GRUBBING</td>
<td>31,216.00</td>
<td>SF</td>
<td>$_____</td>
<td>$_____</td>
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<tr>
<td>Scrape, grub and clear ground surface free of all rock, cobble, debris,</td>
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<tr>
<td>vegetation and all deleterious matter. Remove,</td>
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<tr>
<td>haul and dispose of spoils in a legal landfill.</td>
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<tr>
<td>LOCATION: Entire Property.</td>
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</table>

#### Trade: 5 Demolition & Disposal

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00.02-03 DEMO - TYPE-V WOOD FRAME STRUCTURE</td>
<td>25,000.00</td>
<td>CF</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Safe-off all MEP services to work area. Demolish and remove all roof</td>
<td></td>
<td></td>
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<tr>
<td>structure, wall framing, finishes, floor, windows, doors, trim and</td>
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<tr>
<td>equipment from property. Remove,</td>
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<tr>
<td>haul and recycle material to an official collection site. Haul and</td>
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<tr>
<td>dispose of all nonrenewable materials in legal landfill. Evenly grade</td>
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<tr>
<td>disturbed areas.</td>
<td></td>
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<tr>
<td>LOCATION: Primary residence, guest house, garage/shop.</td>
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</tr>
<tr>
<td>00.02-04 DEMO - CONCRETE FOOTING/FOUNDATION</td>
<td>312.00</td>
<td>LF</td>
<td>$_____</td>
<td>$_____</td>
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<tr>
<td>Break, crumble and remove steel reinforced concrete footing 1' thick,</td>
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<td>up to 2' wide &amp; stem wall w/average reinforcing steel.</td>
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<tr>
<td>Haul and dispose of spoils in legal landfill. Backfill cellar with on site</td>
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<tr>
<td>dirt. Evenly grade disturbed areas.</td>
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<tr>
<td>LOCATION: Primary residence, cellar, guest house, garage/shop.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00.02-07 DEMO - REINFORCED CONCRETE SLAB-ON-GRADE</td>
<td>920.00</td>
<td>SF</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Break, lift, pulverize and remove 4-6&quot; thick concrete slab w/average</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>reinforcing steel, haul and dispose of debris in legal landfill.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evenly grade disturbed areas.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOCATION: Primary residence, guest house, garage/shop.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00.02-09 DEMO - UNREINFORCED MASONRY/ CONC. WALL (OPEN CELL)</td>
<td>100.00</td>
<td>LF</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Demolish, crumble and remove unreinforced, open cell, 6&quot; concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>masonry wall and concrete footing. Haul and dispose of debris in legal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>landfill. Evenly grade disturbed areas.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOCATION: Dog kennel structure.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00.02-10 DEMO - UNREINFORCED CONCRETE SLAB-ON-GRADE</td>
<td>1,190.00</td>
<td>SF</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Break, lift, pulverize and remove 4-6&quot; thick concrete slab, haul and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>recycle debris at a City Approved concrete reclamation site. To include</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>190 linear feet of landscape curb. Provide weight load tickets at project</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>closeout. Evenly grade disturbed areas.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOCATION: Driveway, walkways, landscape curb and dog kennel structure.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>00.31-02 DEMO - FENCE REMOVAL</td>
<td>640.00</td>
<td>LF</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Remove existing wood or chain link fencing, posts, concrete footers/Piers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and gates without compromise to adjacent properties. Remove,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>haul and recycle material to an official collection site. Haul and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>dispose of all nonrenewable materials in a legal landfill. Evenly grade</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>disturbed areas.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOCATION: East &amp; west property lines.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>0.C4-05.04 DEMO - REINFORCED MASONRY/ CONC. WALL (SOLID CELL)</td>
<td>1.00</td>
<td>LS</td>
<td>$_____</td>
<td>$_____</td>
</tr>
<tr>
<td>Trade</td>
<td>Quantity</td>
<td>Units</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>------------------</td>
<td>----------</td>
<td>-------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>5 Demolition &amp; Disposal</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remove the metal roof, beams and hardware from the structure and haul recycle material to an official collection site. Demolish, crumble and remove steel reinforced, grouted concrete masonry wall. Recycle, haul and dispose of debris in legal landfill. Evenly grade disturbed areas.

LOCATION: Dog Kennel structure.

Location Total: $________
Total for 1617 W Colter Street, Division 02 - Bulk Demolition & Site Prep: $_______

Bidder: ____________________________________________
Exhibit A
Construction Requirements
PART 1 - GENERAL

1.1 DESCRIPTION

1. Work Included: Excavate and grade in the areas designated in the Contract Documents as shown on the grading plan and specified herein, which shall include, but not be limited to, the following:
   1) Excavation and site preparation.
   2) Grading to establish subgrades for slabs, walks, pavements, gravel surfaces, and grassed areas.
   3) Excavation, filling and backfilling and compaction.
   4) Dewatering or addition of water as required.
   5) Placing of topsoil and finish grading.

2. Related Sections: Additional Sections of the Documents which are referenced in this Section include:
   1) Section 02315 - Excavation, Backfilling, and Compacting for Structures
   2) Section 02317 - Excavation, Backfilling, and Compacting for Utilities
   3) Section 02921 - Seeding

1.2 REFERENCES

1. General: The work shall comply with the most recent standards or tentative standards as published at the date of the contract and as listed in this specification using the abbreviation shown.

   1) D 698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft)
   2) D 1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
   3) D 1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³)(2,700 kN-m/m³)
   4) D 2167 Standard Test Method for Density and Unit Weight of Soil In Place by the Rubber Balloon Method
   5) D 2216 Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
   6) D 2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
   7) D 2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
   8) D 2937 Standard Test Methods for Density of Soil in Place by the Drive-Cylinder Method
   9) D 3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
   11) 303 Earthwork

1.3 DEFINITIONS

1) Controlled Fill: Controlled fill is fill required in all areas on which final grade is not placed on original excavated soil.
2) Unclassified Excavation: For the purposes of payment, material shall not be classified except for those items specifically listed in the soils report.
3) **Unsuitable Material:** For the purposes of classified excavation, unsuitable material shall be defined as material below subgrade elevation that exhibits excessive pumping or that does not meet density requirements due to unsatisfactory material as determined by Geotechnical Engineer.

4) **Satisfactory Materials:** Materials classified by ASTM D 2487 as GW, GP, GM, GC, SW, SP, SM, SC, ML, and CL are satisfactory as fill for overlot grading and are satisfactory in-situ. Materials shall have a minimum compacted density of 95 pounds per cubic foot and a plasticity index in excess of 15.

5) **Unsatisfactory Materials:** Materials classified by ASTM D 2487 as OL, OH, MH, CH, and PT are unsatisfactory in-situ and as fill. Unsatisfactory materials also include those materials containing roots and other organic matter, trash, debris, frozen materials, and stones larger than 6 inches. Fill materials containing stones larger than 3 inches shall not be used in the uppermost 2 feet.

6) **Cohesionless and Cohesive Materials:** Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesionless only when the minus #40 fraction has a plasticity index of zero as classified by ASTM D 4318.

7) **Degree of Compaction:** Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D 698 or ASTM D 1557 as specified, abbreviated below as a percent of laboratory maximum density.

8) **Topsoil:** Material obtained from excavations, suitable for topsoils shall consist of friable clay loam, free from roots, stones, other undesirable material and shall be capable of supporting a good growth of plant material.

9) **Geotechnical Engineer:** A representative of a commercial geotechnical testing laboratory which will be used by the Subcontractor to provide the required quality assurance testing.

1.4 **SYSTEM DESCRIPTION**

1) **Soil Bearing Capacity:** Soil underneath all footings and structures shall have a minimum bearing capacity as the Geotechnical Engineer and detailed in their soils report (Exhibit B).

1.5 **SUBMITTALS**

1) **General:** Copies of all test results and field and office worksheets shall be furnished to the Owner within 72 hours after the tests are complete.

2) **Test Reports:** The testing agency shall submit the following reports, in duplicate, directly to the Owner from the testing services, with a copy to the Subcontractor.

   a) Test report on borrow material for soil classification.
   b) Field density reports and map of test location.
   c) One optimum moisture-maximum density curve for each type of soil used for controlled fill.
   d) Other reports of any testing hereinafter specified deemed necessary by Soils Engineer or requested by the Owner.
   e) A test location plan shall be included with each submittal.

1.6 **QUALITY ASSURANCE**

1) **Geotechnical Engineer:** The Owner has retained a licensed independent Geotechnical Engineer and Test Laboratory to insure that earthwork meets the requirements of the specifications for density and moisture content. The Geotechnical Engineer shall attend the Pre-Construction Conference. The Subcontractor is responsible for scheduling periodic site visits by the Geotechnical Engineer to facilitate testing and verification of work in place.

2) **Inclement Weather:** When fill operations are ceased due to weather (rain, freezing, snow, etc.), construction shall not be resumed until the Geotechnical Engineer has verified soil strength has not been adversely affected. If soil strength has been decreased, the affected portion of fill shall be rescarified, moistened, or dried as required and recompacted to the specified density.

3) **Inspection:** The Subcontractor shall conduct daily inspections and more often if necessary to verify that the specifications are being met for the installation of materials.

4) **Coordination:** The Subcontractor shall coordinate the work with the Owner's Inspector by notifying the Inspector of scheduled work in advance. The Subcontractor shall coordinate work with other trades whose work will be affected on the site.

5) **Utilities:** Prior to any excavation, the Subcontractor shall verify the locations of all utilities which may be in the area.

6) **Drainage:** The Subcontractor shall be responsible for the proper drainage of the site during construction of the project. Water shall not be allowed to accumulate in any of the excavated areas.
Storm or ground water collecting on site during construction shall be removed by pumping, ditching, or other suitable means.

### 1.7 PROJECT CONDITIONS

1) **Topographic Survey**: Topographic information and boundary survey is by Miller Surveying, Inc. (Exhibit B)

2) **Test Borings**: A subsurface investigation has been made at the site of the project in order to ascertain character of materials to be excavated. This information is provided for general information only. Attention is directed to the fact that these logs indicate materials encountered at boring locations only. Nothing in plans or specifications shall be taken as a guarantee that materials other than those disclosed by borings will be encountered or that proportions of various materials will not vary from those indicated. If the Subcontractor has any questions or desires additional information it is their responsibility to acquire this information at their own expense. All excavation for project is to be considered and bid as "unclassified" and no allowances will be made for rock encountered or removal and replacement of unsuitable material.

3) **Existing Utilities**: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
   a. Should uncharted, incorrectly charted, unmarked in field, or incorrectly marked in the field, piping or other utilities be encountered during excavation, Subcontractor shall consult utility Owner immediately for directions. Subcontractor shall cooperate with Owner and utility companies in keeping respective services and facilities in operation, and shall repair or arrange for repair, damaged utilities to satisfaction of utility owner.
   b. Subcontractor shall demolish and completely remove existing underground utilities as indicated on the plans and shall coordinate with utility companies for shut-off of services if lines are active.

4) **Protection of Persons and Property**: Barricade open excavations occurring as part of this work and post with warning lights.
   a. The Subcontractor shall operate warning lights as recommended by authorities having jurisdiction.
   b. The Subcontractor shall protect structures, utilities, sidewalks, pavements, trees and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
   c. The Subcontractor shall protect, maintain and restore bench marks, monuments, and other reference points affected by this work. If bench marks, monuments or other permanent reference points are displaced or destroyed, points shall be re-established and markers reset under supervision of a licensed Land Surveyor.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

1) **Materials**: All fill materials shall be free from mud, refuse, construction debris, organic material, rock or gravel greater than 6 inches in any dimension, frozen or otherwise unsuitable material. Materials for fills shall be secured from excavation after rejection of any unsuitable materials. Materials from other sources may be used upon approval by the Geotechnical Engineer. Fill materials in the uppermost 2 feet shall not have any rocks larger than 3 inches in diameter.

2) **Borrow**: Material for use in replacing undercut areas or in construction of embankments shall be approved by the Geotechnical Engineer and obtained from approved sources.

3) **Rock**: Rock shall be removed to a minimum depth of 12 inches below the subgrade elevation. The excavated area shall be brought up to subgrade with approved material placed and compacted as described herein.

4) **Unsuitable Materials**: Areas that exhibit excessive pumping or that do not meet density requirements due to unsuitable material as determined by Geotechnical Engineer shall be undercut and replaced with approved material in accordance with PART 3, EXECUTION.

### PART 3 - EXECUTION

#### 3.1 TOPSOIL

1) **Conservation of Topsoil**: Topsoil shall be removed as required without contamination with subsoil, and stockpiled convenient to areas for later application or at locations specified. Any surplus of topsoil from excavations and grading shall be stockpiled in a location approved by the Owner. A silt fence shall be installed on the downslope side and the stockpiles seeded.
2) Placing Topsoil: On areas to receive topsoil, the compacted subgrade shall be scarified to a 2 inch depth for bonding of topsoil with subsoil. Topsoil then shall be spread evenly and graded to the elevations and slopes shown. Topsoil shall not be spread when frozen or excessively wet or dry. All areas disturbed by work in this project shall be seeded in accordance with Section 02921 - Seeding.

3.2 EXCAVATION

1) Excavation: Excavation shall be unclassified except for those items specifically indicated in soils report. After topsoil removal has been completed, excavation of every description, regardless of material encountered, within the grading limits of the project shall be performed to the lines and grades indicated. Satisfactory excavation material shall be transported to and placed in fill areas within the limits of the work. All unsuitable material including any soil which is disturbed by the Subcontractor's operations and surplus material shall be disposed of at locations off site secured by the Subcontractor and approved by the Owner. Excavations carried below the depths indicated, shall, except as otherwise specified, be refilled to the proper grade with satisfactory material as directed. All additional work of this nature shall be at the Subcontractor's expense, unless otherwise provided for in the bidding documents. Excavation and filling shall be performed in a manner and sequence that will provide drainage at all times. Excavations shall be kept free from water while construction therein is in progress. If the Subcontractor fails to provide adequate drainage and any material becomes soft or otherwise unsuitable as a result, such material shall be removed and replaced with satisfactory on-site material or borrow material from approved sources, or shall be dried and recompacted as directed by the Geotechnical Engineer at no additional cost to the Owner.

2) Excavation for Structures: Excavation shall be in accordance with Section 02315 – Excavation, Backfilling, and Compacting for Structures.

3) Excavation for Utilities: Trenches for underground utilities systems and drain lines shall be in accordance with Section 02317 - Excavation Trenching and Backfilling for Utilities.

4) ALTERNATIVE Excavation/Removal of on site septic: Discover onsite septic, prepare fill of crushed recycled stone or gravel at ¾ to 1 1/2 inches. Comply with Uniform Plumbing code for septic tank remediation.

5) Cap-off existing sewer lateral above grade reference section ARAT 02315

6) Unauthorized Excavation:
   a. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Owner or the Geotechnical Engineer.
   b. Under footings or foundations, fill unauthorized excavations by extending the indicated bottom elevation of the footing or base to the unauthorized excavation bottom, but in no way altering the required top elevation.
   c. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the Geotechnical Engineer.

7) Stability of Excavations: Maintain sides and slopes of excavations in a manner such that the excavation provides safety of personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction.

3.3 FILL

1) Preparation of Ground Surface for Fill: All vegetation such as roots, brush, heavy sods, heavy growth of grass, and all decayed vegetative matter, rubbish, and other unsatisfactory material within the area upon which fill is to be placed, shall be stripped or otherwise removed before the fill is started. In no case will unsatisfactory material remain in or under the fill area. The areas shall then be scarified to a depth of at least 6 inches, moistened or aerated as required and compacted with vibratory rollers, pneumatic rollers, sheepsfoot rollers or other mechanical means acceptable to the Geotechnical Engineer. Sloped ground surfaces steeper than one vertical to four horizontal on which fill is to be placed shall be plowed, stepped, benched, or broken up, as directed, in such manner that the fill material will bond with the existing surface. Prepared surfaces on which compacted fill is to be placed shall be wetted or dried as may be required to obtain the specified moisture content and density.

2) Fills and Embankments: Fills and embankments shall be constructed at the locations and to lines and grades indicated. The completed fill shall conform to the grading plan indicated. Approved material obtained during excavation may be used in forming required fill. Fill shall be satisfactory material and shall be free from roots, other organic material. No frozen material will be permitted in the fill. Stones having a dimension greater than 3 inches shall not be permitted in the upper 2 feet.
Colter Project Bulk Demolition and Site Preparations

of fill or horizontal embankment. The material shall be placed in successive horizontal layers of 8 inches in loose depth for the full width of the cross section and shall be compacted as specified. Each layer shall be compacted before the overlying lift is placed. Moisture content of the fill or backfill material shall be adjusted by wetting or aerating as necessary to provide the moisture content specified.

3) Backfilling Structures: Backfilling for structures shall be in accordance with Section 02315 – Excavation, Backfilling, and Compacting for Structures.

3.4 COMPACTION

1) Subgrade Compaction: The cut subgrade material shall be compacted to 100 percent of its maximum dry density as determined by ASTM D 698. The moisture content should be within +/-5 percentage points of the material’s optimum as determined by ASTM D 2216.

2) Compaction: Each layer of the fill shall be compacted to at least 95 percent of the maximum theoretical density as determined by ASTM D 698. Moisture content shall be within +/-2 percent points of optimum as determined by ASTM D 2216. The top 1-foot of fill under pavement areas shall be compacted to 98 percent of maximum dry density as determined by ASTM D 698.

3.5 FINISHED GRADES

1) General: All areas covered by the project, including excavated and filled sections and adjacent transition areas, shall be uniformly smooth-graded. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations, except as otherwise specified. Ditches and gutters shall be finished to permit adequate drainage.

2) Unsatisfactory Material: Soft or otherwise unsatisfactory material shall be replaced with satisfactory excavated material or other approved materials.

3) Finished Elevations: Low areas resulting from removal of unsuitable material or from excavation of rock shall be brought up to required grade with satisfactory materials, and the entire area shall be shaped to line, grade, and cross section and shall be compacted as specified. The surface of embankments or excavated areas for road construction or other areas on which a base course or pavement is to be placed shall vary not more than 0.10 feet from the established grade and approved cross section. Surfaces other than those to be paved shall be finished not more than 0.20 feet above or below the established grade or approved cross section.

3.6 PROTECTION

1) Site Preservation: The Subcontractor shall protect newly graded areas from traffic, erosion, settlement or washout that may occur from any cause; prior to acceptance shall be repaired and reestablished to the required gradients. All work shall be conducted in accordance with the Erosion Control provisions of these specifications.

7 FIELD QUALITY CONTROL

1) Testing: Testing shall be the responsibility of the Subcontractor and shall be performed by an approved commercial testing laboratory qualified to perform such tests and approved by the Engineer. Tests conforming to ASTM D 698, shall be made by the Geotechnical Engineer or his representative on each soil type found in the areas prepared to receive fill and in the soil to be used for fill. Field Density tests shall be made by the Geotechnical Engineer or his representative in accordance with ASTM D 1556 or ASTM D 2922 and ASTM D 3017 on the areas prepared to receive fill and on each layer of compacted fill. Testing shall be the responsibility of the Subcontractor and shall be performed at no additional cost to the Owner. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted if necessary by the procedure described in ASTM D 2922, paragraph “ADJUSTING CALIBRATION CURVE”. ASTM D 2922 results in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture gauges along with density calibration checks as described in ASTM D 3017. ASTM D 2937 shall be used only for soft, fine-grained, cohesive soils. At least one test shall be performed on the compacted backfill. More tests shall be performed if in the judgment of the Inspector or Owner the compactive effort of the Subcontractor will not result in the specified density.

2) Testing Frequency: The following submittals are required.

a. A minimum of one moisture-density test shall be performed for each classification of fill material, and existing subgrade material.

b. One Atterberg limits test and one gradation analysis is required for every six field density tests.
c. Field density tests shall be performed as follows: a minimum of one test per lift per 5,000 square feet or fraction thereof is required for fill material and a minimum of one test per lift per 5,000 square feet or fraction thereof is required for subgrades prior to filling.

3) **Visual Inspection:** Upon completion of all excavation of unsuitable material, and for all footings, the Geotechnical Engineer shall visually inspect the subgrade and excavations. The visual inspection shall be conducted to assure that the data obtained from the test borings and used as a basis of design was representative of the site conditions. Upon completion of the inspection, the Geotechnical Engineer shall provide written notification to the Owner.

4) **Proof Rolling:** Following visual inspection, Subcontractor shall demonstrate to the Geotechnical Engineer that the exposed subgrade does not contain previously unidentified soft areas by proof rolling. Proof rolling shall consist of rolling the entire surface with approved mechanical equipment while observing the subgrade for displacement or deformation.
Exhibit B
Alternates
Check bid date: __________________________
Initial: __________________________

---

**Address:** 1617 W Colter Street
**Project:** 001 - Dust Control Alternate

**Location:** 17 - Bulk Demolition

<table>
<thead>
<tr>
<th>Spec #</th>
<th>Trade</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>00.31-31</td>
<td>4 Site Work</td>
<td>1.00</td>
<td>SF</td>
<td>________</td>
<td>__________</td>
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</table>

**Description:** CLEARING & GRUBBING W/ DUST CONTROL
Scrape, grub and clear ground surface free of all rock, cobble, debris, low-lying vegetation and all deleterious matter.
Remove, haul and dispose of spoils in a legal landfill. Prepare the entire area for dust control topical stabilization treatment per manufacturer’s specification.

**Specification:** PINE BIND topical stabilization Tall Oil Pitch Emulsion or approved equal.

**Location:** Entire Property.

---

**Location Total:** __________

---

**Total for 1617 W Colter Street, 001 - Dust Control Alternate** __________

---

**Bidder:** __________________________
Exhibit C
ALTA Survey
Exhibit D
Sample Form of Contract
DRAFT  AIA Document A105™ - 2007

Standard Form of Agreement Between Owner and Contractor/Subcontractor for a Residential or Small Commercial Project

AGREEMENT made as of the __ day of __ in the year __
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

NHSP Holdings, LLC, Trellis, Trellis Construction, LLC and/or Trellis Community Development
1408 E. McDowell Rd
Phoenix, AZ 85006

and the Contractor / Subcontractor:
(Name, legal status, address and other information)

SAMPLE - TBD
Address
City & State
License No.

for the following Project:
(Name, location and detailed description)

Mano Rose Subdivision – Montana Bella
608 W. Magdalena Lane
Phoenix, AZ 85041

The Owner and Contractor/Subcontractor agree as follows.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3 CONTRACT SUM
4 PAYMENT
5 INSURANCE
6 GENERAL PROVISIONS
7 OWNER
8 CONTRACTOR / SUBCONTRACTOR
9 ARCHITECT – OMITTED (NOT USED)
10 CHANGES IN THE WORK
11 TIME
12 PAYMENTS AND COMPLETION
13 PROTECTION OF PERSONS AND PROPERTY
14 CORRECTION OF WORK
15 MISCELLANEOUS PROVISIONS
16 TERMINATION OF THE CONTRACT
17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS
§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

1. this Agreement signed by the Owner and Contractor/Subcontractor;

2. the drawings and specifications prepared by the Owner, dated ___ , and enumerated as follows:

<table>
<thead>
<tr>
<th>Drawings: Number</th>
<th>Title</th>
<th>Date</th>
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<tr>
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<td>Standard Plan 1245</td>
<td>Per Project Bidding Document</td>
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Specifications:

<table>
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<th>Section</th>
<th>Title</th>
<th>Pages</th>
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<tr>
<td>Plans &amp; Designs, Scope of Work, Exhibits A thru J</td>
<td>Per Project Bidding Document</td>
<td>Varies – per discipline</td>
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3. addenda prepared by the Owner as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibits A, B, C, D, E, F, G, H, I</td>
<td>Project Bidding Document</td>
<td>Varies – per discipline</td>
</tr>
</tbody>
</table>

4. written orders for changes in the Work issued after execution of this Agreement, and

5. other documents, if any, identified as follows:

«Lump Sum Bid Form»

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
The number of calendar days available to the Contractor or Subcontractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor/Subcontractor shall substantially complete the Work, no later than «TBD» («TBD») calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11. (Insert the date of commencement, if it differs from the date of this Agreement.)

Per Exhibit I – Project Schedule

ARTICLE 3 CONSTRUCTION TIMES
§ 3.1 Subject to additions and deductions in accordance with Article 10 and Article 11, the Contract Sum is:

TBD = Zero Dollars and Zero Cents ($0.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemsize the Contract Sum among the major portions of the Work.)

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Based on progress of work in place</td>
<td>Progress Draw 1 25% = $ TBD</td>
</tr>
<tr>
<td></td>
<td>Progress Draw 2 50% = $ TBD</td>
</tr>
<tr>
<td></td>
<td>Progress Draw 3 15% = $ TBD</td>
</tr>
<tr>
<td></td>
<td>Retention Draw = 10% of Contract</td>
</tr>
</tbody>
</table>

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per the completed line item Scope of Work</td>
<td>Contractor/Subcontractor to verify their own quantities and measurements</td>
<td>Per the completed line item Scope of Work</td>
</tr>
</tbody>
</table>
§ 3.4 Allowances included in the Contract Sum, if any, are as follows:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>inserted if applicable</td>
<td>$-0-</td>
</tr>
</tbody>
</table>

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work:

ARTICLE 4 PAYMENT
§ 4.1 Based on Contractor or Subcontractor’s Applications for Payment when certified by the Owner’s Real Estate Development Director, the Owner shall pay the Contractor, Subcontractor or Vendor in accordance with Article 3.2 and Article 12, as follows:

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest 30 days from the date the Payment Certificate is accepted and approved by the Owner at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

ARTICLE 5 INSURANCE
§ 5.1 The Contractor/Subcontractor shall provide general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

<table>
<thead>
<tr>
<th>Type of insurance</th>
<th>Limit of liability ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Exhibit B of the Project Bidding Document</td>
<td>Per Exhibit B of the Project Bidding Document</td>
</tr>
</tbody>
</table>

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner’s property, including any Work provided under this Agreement. The Contractor or Subcontractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor/Subcontractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor’s or Subcontractor’s obligations under Section 8.12 and Exhibit B.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

ARTICLE 6 GENERAL PROVISIONS
§ 6.1 THE CONTRACT
The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.
§ 6.2 THE WORK
The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor or Subcontractor to fulfill their obligations.

§ 6.3 INTENT
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF OWNER’S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS
Documents prepared by the Owner are instruments of the Owner’s service for use solely with respect to this Project. The Owner shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, sub-contractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

ARTICLE 7 OWNER
§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 7.1.1 If requested, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor or Subcontractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER’S RIGHT TO STOP THE WORK
If the Contractor or Subcontractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor or Subcontractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor or Subcontractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.3.1 Performance and expediency of the work without compromise to quality standards and project goals is expected. Subsequent to the issuance of a 72-hour Notice by the Owner, the Owner may invoke their right to supplement the Contractor, Subcontractor or Vendor resources and carry out the Work to the extent they deem necessary. When (1) performance expectations are unacceptable, (2) if quality expectations are not realized or (3) if work progress fails to maintain project schedule, the Owners supplementation of the Work is exercised at the sole expense of the Contractor. Subcontractor or Vendor who is issued and receives the 72-hour Notice. Back chargeable costs including but not limited to increased labor and crew size, accelerated related trade or vendor scheduling, project materials, equipment and mark-up charges, delivery, storage, loss of Owner’s use, rents, or sale, together with additional interest payments, increased construction administrative expenses or any other monetary loss to the Owner, will be recovered from any Final Contract Payment and/or Retention.

§ 7.4 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor/Subcontractor shall coordinate and cooperate with the Owner’s own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
ARTICLE 8 CONTRACTOR / SUBCONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR / SUBCONTRACTOR
§ 8.1.1 Execution of the Contract by the Contractor or Subcontractor is a representation that they have visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor/Subcontractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor or Subcontractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor or Subcontractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

§ 8.2 CONSTRUCTION SCHEDULE
The Contractor/Subcontractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s information a construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES
§ 8.3.1 The Contractor/Subcontractor shall supervise and direct the Work, using their best skill and attention.
§ 8.3.2 The Contractor/Subcontractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of vendors or suppliers for each portion of the Work. The Contractor/Subcontractor shall not contract with any vendor or supplier to whom the Owner makes a timely reasonable objection.

§ 8.4 LABOR AND MATERIALS
§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor/Subcontractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor/Subcontractor shall enforce strict discipline and good order among their employees and other persons carrying out the Contract Work. The Contractor/Subcontractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to immediately have removed from the project any employee(s) of a Contractor/Subcontractor who willfully neglects to comply with construction industry safety practices, presents a hazard, commits theft or robbery, is under the influence of drugs or alcohol, fails to adhere to the specification of Work, or is insubordinate to project supervision.

§ 8.5 WARRANTY
The Contractor/Subcontractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES
The Contractor/Subcontractor shall pay sales, consumer use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES
§ 8.7.1 The Owner shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor/Subcontractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor or Subcontractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor or Subcontractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor/Subcontractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
§ 8.8 SUBMITTALS
The Contractor/Subcontractor shall promptly review, approve in writing and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE
The Contractor/Subcontractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING
The Contractor/Subcontractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP
The Contractor/Subcontractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor/Subcontractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION
To the fullest extent permitted by law, the Contractor/Subcontractor shall indemnify and hold harmless the Owner, Owner’s consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 10 CHANGES IN THE WORK
§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor/Subcontractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor/Subcontractor its actual cost plus 15% overhead and profit.

§ 10.2 The Owner will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor/Subcontractor. The Contractor/Subcontractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME
§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor/Subcontractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor’s or Subcontractor’s control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION
§ 12.1 CONTRACT SUM
The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable to the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT
§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor/Subcontractor shall
submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's or Subcontractor's right to payment as the Owner may reasonably require. Progress Payments shall be made on account of materials and work in place or at the site, and shall include 10% retention on each payment requested. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor/Subcontractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor/Subcontractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor/Subcontractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT
The Owner will, within seven days after receipt of the Contractor/Subcontractor's Application for Payment, either issue the Certificate for Payment, for such amount as the Owner determines is properly due, or notify the Contractor or Subcontractor in writing of the Owner's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS
§ 12.4.1 After a Certificate for Payment is approved, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor/Subcontractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 The Owner shall not have responsibility for payments to a material suppliers or vendors used by the Contractor/Subcontractor.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION
§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor/Subcontractor, and shall fix the time within which the Contractor/Subcontractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT
§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until 30 days after the Notice of Completion is recorded and the Contractor/Subcontractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.
ARTICLE 13  PROTECTION OF PERSONS AND PROPERTY
The Contractor/Subcontractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor/Subcontractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor/Subcontractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor/Subcontractor, or by anyone for whose acts the Contractor/Subcontractor may be liable.

ARTICLE 14  CORRECTION OF WORK
§ 14.1 The Contractor/Subcontractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor/Subcontractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's/Subcontractor's other obligations including warranties under the Contract, the Contractor/Subcontractor shall, for a period of one year after Sale/Occupancy, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor/Subcontractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15  MISCELLANEOUS PROVISIONS
§ 15.1 ASSIGNMENT OF CONTRACT
Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS
§ 15.2.1 At the appropriate times, the Contractor/Subcontractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor/Subcontractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16  TERMINATION OF THE CONTRACT
§ 16.1 TERMINATION BY THE CONTRACTOR
If the Owner, without cause fails to certify payment as provided in Section 12.3 for a period of 60 days through no fault of the Contractor or Subcontractor, or if the Owner fails to make payment as provided in Section 12.4 for a period of 60 days, the Contractor/Subcontractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE
§ 16.2.1 The Owner may terminate the Contract if the Contractor/Subcontractor:

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between sub-subcontractors material suppliers or vendors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. routinely fails to meet quality standards, timeframes or project goals;
5. is otherwise guilty of substantial breach of a provision of the Contract Documents.
§ 16.2.2 When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies and after giving the Contractor/Subcontractor and the surety, if any, seven days’ written notice, terminate employment of the Contractor/Subcontractor and may:
   1. take possession of the site and of all materials thereof owned by the Contractor/Subcontractor, and
   2. finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor/Subcontractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor/Subcontractor. If such costs exceed the unpaid balance, the Contractor/Subcontractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor/Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the completed Work.

ARTICLE 17 OTHER TERMS AND CONDITIONS
§ 17.1 Applicable Federal Laws
A. During the continuance of the work under this Contract, the Contractor and all subcontractors shall:
   1. Comply with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR S 60). The provisions of the foregoing Executive Orders and regulations are attached to this contract as Exhibit “D” and incorporated herein to the extent required therein.
   4. Provide access to the City of Phoenix, Owner the Department of Housing and Urban Development and the Comptroller General of United States, or any of their duly authorized representatives, to any books, documents, papers and records of the Contractor or sub-contractor which are directly pertinent to this Contract for the purpose of making audit, examinations, excerpts and transcriptions.
   5. Retain all required records for three years after Owner, the Contractor or sub-Contractors make final payments and all other pending matters are closed.
   7. Comply with all mandatory standards and policies relating to energy efficiency which are contained in this state energy conservation plan issued in compliance with the energy Policy and Conservation Act (Pub. L. 94-163).

B. The Contractor hereby provides the following certifications to the City and to the Department of Housing and Urban Development in connection with this Contract.
   1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the execution of this Contract.
   2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of Congress in connection with this Contract, the Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
   3. The Contractor has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this contract, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.
   4. The Contractor will require that the language in Subsections (a), (b), and (c) above be included in the award documents for all subcontractors and that all subcontractors shall certify and disclose accordingly.
§ 17.2 Wrongful diversion of Public Funds, a Public Offense
484b. Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment and willfully fails to apply such purpose by either willfully failing to complete the improvements for which funds were provided or willfully filing to pay services, labor, materials or equipment provided incident to such construction and wrongfully diverts the funds to a use other than that for equipment provided incident to such construction and wrongfully diverts the funds to a use other than that for which the funds were received, shall be guilty of a public offense and shall be punishable by a fine not exceeding five thousand dollars ($5,000), or by imprisonment in the state prison, or in the county jail not exceeding one year, or by both such fine and such imprisonment if the amount diverted is in excess of one thousand dollars ($1,000), the person guilty of a misdemeanor.

§ 17.3 False Voucher, Embezzlement
484c. Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment incident to construction improvements on real property and willfully rebates any part of the money to or on behalf of anyone contracting with such person, for provisions of the services, labor, materials of equipment for which the money was given, shall be guilty of a misdemeanor, provided, however that normal trade discount for prompt payment shall not be considered a violation of this section.

§ 17.4 Remedies
All remedies hereunder are cumulative, are in addition to any other remedies provided by law and may be exercised concurrently or separately, and the exercise of anyone remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure or delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement.

§ 17.5 Severability of Agreement
Should any part of this Agreement for any reason be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including a part, parts or portions which may, for any reason, be hereafter declared invalid.

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)  CONTRACTOR (Signature)

(Printed name, title and address)  (Printed name, title and address)
LICENSE NO.:
Exhibit E
Insurance Requirements
Exhibit E – Insurance Requirements

INDEMNIFICATION CLAUSE:
The Subcontractor agrees to indemnify and hold harmless NHSP Holdings, LLC, Trellis (formerly Neighborhood Housing Services of Phoenix), Trellis Community Development, Trellis Construction, LLC, herein referred to as the “Owner”, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnities, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Subcontractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Subcontractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Subcontractor agrees to waive all rights of subrogation against the Owner or its officers, officials, agents and employees for losses arising from the work performed by the Subcontractor for the Owner.

INSURANCE REQUIREMENTS:
Contractors and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subcontractor, his agents, representatives, employees or Subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The Owner in no way warrants that the minimum limits contained herein are sufficient to protect the Subcontractor from liabilities that might arise out of the performance of the work under this Contract by the Subcontractor, his agents, representatives, employees, or Subcontractors. Subcontractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE – Subcontractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: NHSP Holdings, LLC, Trellis (formerly Neighborhood Housing Services of Phoenix), Trellis Community Development, Trellis Construction, LLC shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Subcontractor, including completed operations".
2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL)
   
   $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: NHSP Holdings, LLC, Trellis (formerly Neighborhood Housing Services of Phoenix), Trellis Community Development, Trellis Construction, LLC shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Subcontractor, including automobiles owned, leased, hired or borrowed by the Subcontractor”.

3. **Worker's Compensation and Employers' Liability**

   Workers' Compensation ......................................... Statutory
   
   Employers' Liability
   
   Each Accident ................................................. $100,000
   Disease – Each Employee ....................................... $100,000
   Disease – Policy Limit .......................................... $500,000

   a. Policy shall contain a waiver of subrogation against Neighborhood Housing Services of Phoenix, Inc.

   b. This requirement shall not apply when a Contractor or Subcontractor is exempt under A.R.S. 23-901, AND when such Contractor or Subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

   1. On insurance policies where the Owner is named as an additional insured, NHSP Holdings, LLC, Trellis (formerly Neighborhood Housing Services of Phoenix), Trellis Community Development, Trellis Construction, LLC shall be additional insured to the full limits of liability purchased by the Subcontractor even if those limits of liability are in excess of those required by this Contract.

   2. The Subcontractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Owner, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

   Trellis
   1405 E. McDowell Road,
   Phoenix, AZ 85006
   ATTN: Director of Real Estate Development

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subcontractor from potential insurer insolvency.
E. **VERIFICATION OF COVERAGE:** Subcontractor shall furnish the Owner with certificates of insurance (ACORD form or approved equivalent) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Trellis  
1405 E. McDowell Road  
Phoenix, AZ 85006  
ATTN: Director of Real Estate Development

The project/contract number, property address and project description shall be noted on the certificate of insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
Exhibit F
Fund Control Policy
Trellis is committed to ensuring that prudent project management on behalf of our donors and stakeholders is maintained throughout the project. All construction projects are administrated in the best interest and on behalf of the Organization. Our fiduciary duty is to produce a successful project that is lien free and constructed in compliance with the Approved Scope of Work, Plans and Specifications. Your obligation as the Subcontractor is to provide the same; therefore, a cooperative relationship is essential in meeting our similar objectives.

Supplemental to the provisions listed in the General Conditions and Contract Agreement, and specific to the procedures, formats, forms, and documents to be provided to Trellis as a condition of, and pre-requisite to, the approval and disbursement of funds under the terms of the Contract Agreement the following stipulations apply to this project:

1. Unless instructed otherwise, the following disbursement policy will be utilized during the construction period. Trellis may at any point, exercise their rights under the Agreement to modify the disbursements as deemed necessary to protect their interests. Failure to observe the following may result in more restrictive procedures, including, but not limited to, individual payments directly to Subcontractors or Vendors.

2. In the event of conflict between the following provisions, the more restrictive will prevail.

3. During the administration, control and disbursement of funds, Trellis does not have the latitude to approve disbursements of funds except as obligatory reimbursements in accordance to the Contract Agreement, per the Structured Draw Schedule, under Article 12 of the Contract Agreement. Discretionary disbursements of funds under which there is no obligation to make, require pre-approval by the Owner prior to appearance on a Draw Request.

4. Each disbursement request is subject to satisfaction of the conditional requirements identified below, together with any supplemental requirements developed during the course of construction.

**THE FOLLOWING DISBURSEMENT PROCEDURES WILL APPLY:**

1. Preliminary 20 Day Notices may be sent directly to Trellis.

2. Disbursements of funds will only be considered so long as the Project remains diligently prosecuted, free of liens, stop notices and encumbrances.

3. Trellis will furnish the Subcontractor with a pre-formatted Excel Spreadsheet. All Draw Request are to be submitted to the Owner using the formatted spreadsheet provided.

4. The Subcontractor will advise Owner with 5-days advance notice of the point to which the project approaches meeting the requirements of each successive Draw. Subject to the satisfaction of any conditional and supplemental requirements, and once a Draw Request is received in an acceptable and approved format, that includes all required supportive documents, Trellis will schedule a Draw Inspection to occur in conjunction with that week's construction progress meeting.

5. All draw packages and disbursement of funds are subject to Owner approval. Once the Draw Request is properly submitted and accurate in content (w/ disbursement request form, invoices, correct lien waiver, material receipts if self-performed etc.), and the inspection is complete and approval signatures are obtained, disbursement of funds is made generally within 3-5 days. Allow a 10-15 day full processing and approval.
6. Under normal circumstances, and unless the Subcontractor has made their own arrangements to pick-up checks, a single reimbursement check will be mailed directly to the Subcontractor for reimbursement and/or distribution to their vendors and material suppliers.

7. Checks will be mailed via USPS to:

   **TBD**

8. The Subcontractor will be solely responsible for providing; maintaining and mailing copies all necessary Federal/State Tax Identification forms (W-9 & 1099’s) for payments made to Subcontractors or Material Suppliers and W-2 forms for individual payments.

9. The FINAL Draw will only be released 30-days after recordation of a “Notice of Completion”, receipt of “Unconditional Final Lien Releases” from all material suppliers, vendors and/or Subcontractors for Full Contract Amounts, copies of all final projects documents i.e. Inspection Records, Certificate of Occupancy and 2 copies of the Project Close-out Documents.

10. Trellis may require other methods or procedures for disbursement of funds if deemed necessary to protect their interests, as allowed by or required by the provisions of the Construction Agreement.

The preceding policies outlined in this document are standard. You will be notified of supplementary conditions or program requirements (if any). By signature of the Subcontractor in the space provided below, the Subcontractor acknowledges Trellis’ obligations and responsibilities as defined above and agrees to and accepts the above conditions, which in concert with the Contract Document govern disbursement of funds subsequent to execution of a Final Contract Agreement. All records are open to random audit, thus all project documents are to remain readily accessible when requested for a (7) year period.

**Prior to any disbursement of funds, the following submittals are required:**

1) Signature by Subcontractor, in the space provided below, acknowledging and agreeing to the above outlined provisions.

2) Owner’s receipt of “Approved” Plans, Specifications and Building Permits.

**ACKNOWLEDGEMENT/AGREEMENT:**

_________________________________________  ____________________________
Subcontractor                        Date
Exhibit G
Supplemental General Conditions of the Contract Agreement
Exhibit G
SUPPLEMENTAL GENERAL CONDITIONS
OF THE CONTRACT AGREEMENT

001.01 SUBCONTRACTOR PRE-BID SITE VISIT
No Bid will be accepted without a Pre-Bid visit to the property. It is the Bidder's responsibility to make arrangements for visiting the property to examine the conditions thereon. Visits to the property can be scheduled by contacting the Owner at 602-424-4024.

001.04 MANUFACTURER’S COMPLIANCE
All materials shall be installed in full compliance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.

001.05 SELECTION OF FINISHES
The Owner shall select finish, colors, styles & types of materials from pre-mixed, in stock options. The Subcontractor shall submit to the Owner, color samples, cut-sheets of the in stock options for their selection and approval prior to project mobilization.

001.06 SUBSTITUTION APPROVAL PROCESS
Any requests for material substitutions of specified proprietary items must accompany the Bid proposal and shall include: the manufacturer's specifications; full installation instructions, product catalogues, cut-sheets, brochures, unit prices, warranties and/or photos. The Owner will notify the Subcontractor of their decision upon award of the contract.

001.07 NEW MATERIALS REQUIRED
All materials used in connection with this project are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner.

001.08 WORKMANSHIP STANDARDS
The Subcontractor shall:
1. See that all work is performed by mechanics skilled in their respective trades and in accordance with the best practices of the trade and in compliance with all applicable codes.
2. Provide competent superintendence on the project at all times.
3. Keep, maintain and provide the Owner with copies of all respective job site Records, Daily Activity Logs, Batch Tickets, Bill of Lading and Post all Federal and Jurisdictionally Required Notices.
4. Perform the work without unnecessary interfering with the Owner's activities.
5. Protect all surfaces as long as required to eliminate damage.
6. Maintain a working standard in compliance with the manufacturer's specifications, Standard Trade Practices and ROC Rule 4-9-108 Minimum Guidelines of Workmanship. Likewise, the Owners maintain the right to reject material product and work in place that does not meet with their satisfaction. Materials and/or workmanship failing to meet the Owners acceptance and Approval shall be replaced at the Subcontractors expense. Acceptance of materials and/or workmanship by the Owner prior to completion of the contract does not relieve the Subcontractor from the obligation to produce materials and/or workmanship in first class condition at completion and acceptance of the project.
7. Notify the Owner 2-weeks in advance of their intent to request Final Inspection.

001.09 CODES AND ORDINANCES
Mechanical Code (IMC), 2006 International Energy Conservation Code (IECC), 2006 International Fire Code, and all Zoning Ordinances. All work under this Contract is subject to inspection by the local municipality governing authorities.

Environmentally sensitive operations regarding lead-based paints, asbestos and hazardous waste removal are governed by, and shall be executed in compliance with Federal Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and local jurisdictional protocols and procedural dictates.

001.10 BUILDING PERMIT REQUIRED
The Owner is responsible for procuring and paying for and completing any permit application and submittals to the municipal authority, procuring and paying for all applicable building permits prior to starting any work.

001.11 CLOSE-IN INSPECTIONS REQUIRED
The Subcontractor is responsible for contacting the appropriate municipal authority for progressive and final inspection of all work that will be concealed from view before it is closed in.

During the course of construction, the Subcontractor shall notify the Owner of any concealed conditions or repairs outside of the Scope of Work which become necessary for satisfactory completion of the project. Concealed conditions, which become evident during the path of construction shall be photographed and reported at the earliest possible moment, and prior to covering the particular area of concern.

001.16 ENERGY STAR FIXTURE & EQUIP. RATING
All work performed and fixtures used on this project will be of the highest available Energy Star rating available at the time of construction.

001.17 CERTIFY ELECTRICAL SERVICE
Electrician to inspect all wiring, sub-feeds, conduit, wiring insulation, panels, breakers and boxes for malfunction, shorts and housing code compliance. Check for the safe operation of all light switches, outlets, fixtures and fans. Certify the safe and compliant condition of the Electrical Fire/Life Safety systems after work is complete.

001.18 CERTIFY WATER & WASTE SERVICE
Plumber to certify safe and sanitary condition of water supply and waste discharge in compliance with the national and local plumbing code referenced herein under the General Conditions section.

001.26 2-YEAR GENERAL WARRANTY
In addition to all warranty stipulations set out elsewhere in the Agreement, the Subcontractor warrants that the work performed conforms to the contract requirements and is free of any material or workmanship or defect whether performed by the Subcontractor or any of their Subcontractors and suppliers. Such warranty shall continue for a period of two years from the date of Final Inspection and acceptance by the Owner. Under this warranty the Subcontractor shall remedy at their own expense, any damage to Owners and/or end user's controlled real or personal property, when damage is the result of the Subcontractor or their Subcontractors failure to conform to Contract Provisions for any such defect in equipment, material workmanship or design.

In addition to the other rights and remedies provided by this clause, all Subcontractors', manufacturers' and suppliers' warranties, expressed or implied, with respect to any work and/or material components, shall be furnished to the Owner in their completed form. The Subcontractor assumes the full and complete responsibility for all Subcontractors' guarantees and completed manufacturers warranties being delivered to the Owner as part of project close-out and Final Retention Payment. The warranty specified herein shall not limit the Owner's rights under the Inspection and Acceptance clause of the Agreement with respect to latent defects, gross mistake, or fraud.

001.28 CERTIFICATE OF OCCUPANCY
Prior to final payment, the Subcontractor shall comply with and complete all items necessary to receive a Certificate of Occupancy for the project.

001.29 PROJECT CLOSE OUT
Prior to any Final Payment, the Subcontractor shall provide to the Owner a "Project Closeout Manual" containing Building Dept. Permits, Inspection records, Certificate of Occupancy, Subcontractor Warranty Statements, completed Manufacturer’s Warranty Registrations and Owners Manuals.

001.32 PRE-CONSTRUCTION WALK-THRU
The Subcontractor and the Owner will perform a walk-thru of the property together to clarify the work to be performed before construction begins. At the Preconstruction Walk-Thru, The Subcontractor will provide the Owner with a copy of their organization's OSHA Compliant Safety Plan, together with copies of MSDS Sheets for specified products to be used at the property during the path of renovation. All work shall be supervised by a qualified individual in compliance with the Occupational Safety and Health Act of 1970.

001.34 WORK TIMES
Subsequent to execution of a Contract Agreement, the Subcontractor shall have full and free access to all parts of the premises during the hours of 8:00 AM to 5:00 PM unless otherwise stated. Should this access be limited in any way by the Owner, the Subcontractor will be notified in advance so adjustments can be made. Unless otherwise called to the site, observation and/or inspection of the work by the Owner, their agents and public authorities will be coordinated in advance, and/or limited to weekly progress meetings when necessary.

001.36 JOB BEHAVIOR
The following behaviors in any worker will not be permitted and may result in the Owner terminating the Contract for cause:

Insubordination towards the Owner or Public Authority, drug or alcohol use, robbery or theft, safety violations, neglectful acts, abusive or intolerant language, fighting, eating or consuming beverages inside of residences and playing loud music on the premises.

001.38 JOB SIGN
Job signage requires Owner approval and must be installed as directed.

001.40 WORK SITE CONDITIONS & DEBRIS REMOVAL
The Subcontractor shall submit and implement a salvage and recycle plan and take all reasonable and practical actions to separate non-environmentally sensitive renewable waste product (i.e. woods, metals, glass and plastics) for donation or haul away by a local recycling agency.

All construction debris shall be removed from the jobsite daily and/or contained in a proper container at the end of each day. Building interiors will be kept in a "broom" cleaned condition at all times. Food and beverages are not allowed inside during construction.

001.42 MATERIAL INVENTORY & CODE LEGAL LANDFILL CERTIFICATION
For each class of demolition material, the Subcontractor shall provide an inventory list of materials and/or components donated or recycled and include the organization or agency name and quantity of materials they accepted.

The Subcontractor shall certify that all remaining non-environmentally sensitive building materials otherwise not donated or recycled was disposed of in a legal landfill, and in compliance with local, state and federal requirements for permanent disposal. In this instance, weight load tickets from the landfill site shall suffice as the certification instrument.

001.50 SECURITY
The Subcontractor shall take all prudent and reasonable precaution to insure that all materials, products and fixtures are protected from vandalism and/or theft.

The Subcontractor is responsible for maintaining constant weather protection against wind, rain and other elements and to maintain work, material, apparatus, and fixtures, free from injury or collateral damage.

The Subcontractor shall adequately protect the work, adjacent property and the public at all times of operations, and is responsible for damage or injury due to acts of negligence. Damages or losses attributable to aforementioned conditions are not a chargeable cost to the Owner, and time frame extensions to the Project Schedule for these circumstances will not be considered.
Exhibit H – HUD Section 3
All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
**HUD Section 3 Preferences & Reporting Requirements:**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated through the use of HUD funds, to the greatest extent feasible, preference be given to low and very low income persons or to business concerns that provide such opportunities to low and very low income residents.

This Program is geared toward the benefit of the Bidder. One advantage it that is allows for is up to a 9% variance between the Section 3 Qualified Bidder against a lower, non-section 3 qualified Bidder. Qualifying your company as a HUD Section 3 participant is easy, it benefits our community and also can become a deciding factor in winning the Contract Award.

There are three primary methods available to Bidders whereby HUD Section 3 compliance and participation can be satisfied. The “HUD Section 3 Requirements” section, provided herein, contains the Title 24, Section 135.38 Regulation, together with forms, additional instruction and exhibits to be completed by the Bidder for qualification and compliance purposes.

**NOTE: Bidders do not have to have hiring needs in order to win the Contract Award. However, ALL Bidders MUST complete the “Statement of Workforce Needs” Form. Failure to do so will result in Bid disqualification.**

The first method of qualifying as a HUD Section 3 Bidder is through already employing or hiring persons that are a Section 3 resident.

- A “Section 3 resident” is a person who within the last 3-years has received: 1) any public housing or state sponsored assistance programs; or 2) is classified as a low or low-low income person earning less than 80% of the Area Median Income (AMI) in which the Section 3 covered dollars are expended.

In this method Bidders need to survey their employees and have them complete the form entitled “Resident Employment Opportunity Data”, for each person who meets the qualification criteria of the table below.

<table>
<thead>
<tr>
<th>2016 Income Limits – Maricopa County, Arizona</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2015 Income</strong></td>
</tr>
<tr>
<td>80% of Median</td>
</tr>
</tbody>
</table>

The second method is Certification as a Section 3 Business.

- A Section 3 business concern is a business that can provide evidence that they meet one of the following:
  - 51 percent or more owned by Section 3 residents; or
  - At least 30 percent of its full time employees include persons that are currently Section 3 residents as defined by the above, or within three years of the date of first employment with the business concern, qualified as Section 3 residents; or
  - Provide evidence, as required, of a commitment to subcontract in excess of 25 percent of the Contract dollars awarded to business concerns that meet the qualifications in one of the above two methods; or
  - The Business plans to hire additional personnel for the project.
Bidders selecting this qualification method need to complete form entitled “Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability” and the “Resident Employment Opportunity Data” forms for each qualifying employee.

If a commitment to subcontract in excess of 25% of the Contract dollars awarded is the approach, the Bidder and the Bidder’s subcontractors will need to complete and sign the above stated forms.

The third method is through participation in Community Outreach for the purpose of contributing to the database.

Bidders using this approach must demonstrate to the greatest extent feasible, that their firm has sought, solicited, advertised and pursued Section 3 qualified companies or individuals within the community where the project is located, for the purposes of gainful employment and/or contract opportunities. There are numerous ways that Bidders can demonstrate and document their outreach efforts. Bidders selecting this method should refer to the sheet entitled “Examples of Efforts to Award Contracts to Section 3 Business Concerns” of the “HUD Section 3 Requirements” section.

For additional information, or technical assistance regarding compliance with the statutory and regulatory requirements of Section 3, please refer to the following federal resources:

- [www.hud.gov/section3](http://www.hud.gov/section3)
- Section 3 Statute – 12 U.S.C. 1701u
- E-mail questions or comments to: section3@hud.gov
- Contact: U.S. Department of Housing and Urban Development
  Economic Opportunity Division
  451 Seventh Street, SW Room 5235
  Washington, DC  20410
RESIDENT EMPLOYMENT OPPORTUNITY DATA

SECTION 3 INCOME VERIFICATION, SELF-CERTIFICATION

Date: _______________  Last 4 No. SSN: _______________

Name: ____________________________

Address: ____________________________

Male: [ ]  Female: [ ]  Phone No. _______________________

It is the policy of these employers to provide equal opportunity to all of the employees and applicants for employment and to ensure that there be no discrimination against any persons on the grounds of race, color, national origin, political affiliation, sexual preference, age, or sex. The following questions are for the purpose of tracking the hiring benefits of this project and are optional and will remain confidential. This information will not be made a part of your personnel records.

Race/Ethnic Group (check)  □ African American  □ Am. Indian / Native American
□ Asian / Pacific Islander  □ Caucasian  □ Hispanic / Latino  □ Other

Annual Household Income (Please check one income box for your family size)

2016 Income Limits – Maricopa County, Arizona (80%AMI)

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Yearly Household Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$35,250</td>
</tr>
<tr>
<td>2</td>
<td>$40,250</td>
</tr>
<tr>
<td>3</td>
<td>$45,300</td>
</tr>
<tr>
<td>4</td>
<td>$50,300</td>
</tr>
<tr>
<td>5</td>
<td>$54,350</td>
</tr>
<tr>
<td>6</td>
<td>$58,350</td>
</tr>
<tr>
<td>7</td>
<td>$62,400</td>
</tr>
<tr>
<td>8</td>
<td>$66,400</td>
</tr>
</tbody>
</table>

This income can be verified by:
□ Federal Income Tax Returns / W2s  □ Pay Stubs / Other Income Stubs
□ ___________ Housing Authority Recipient  □ AHCCS, ALTCS, TANF, or Food Stamp

Certification and Agreement

This information will be used to ensure compliance with U.S. Department of Housing and Urban Development Section 3 eligibility requirements. With your signature, you are certifying that the above information is correct to the best of your knowledge; falsifying information on this form is a federal offense. The penalty for making false statements is prescribed in the US Criminal Code 18 U.S.C. 1001.

Signature: _____________________________________
CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE
IN CONTRACTING & DEMONSTRATION OF CAPABILITY

Company Name: ________________________________
Company Owner: ________________________________
Address: ______________________________________
Phone: ____________ Fax: ____________ Email: _______________________
Business Type: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship

SECTION 3 DETERMINATION:

If the answer to any of the questions below is YES, the business qualifies as a Section 3 Business Concern. Please provide the required documentation as needed to the Project Manager.

1. Is the business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income? (Please see Income Limits below)

☐ Yes ☐ No

If yes, the business is considered a ‘Section 3 Resident-Owned Enterprise’. One form of documentation is needed for each of the business owners:

☐ Federal Income Tax Returns ☐ W-2 Income Statements ☐ Paycheck Stubs
☐ Evidence of Public Assistance ☐ Other:

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income? (Please see Income Limits below)

☐ Yes ☐ No

If yes, the business is considered a Section 3 Business Concern. Please provide the following:

☐ List of all current Full Time employees
☐ Self-Certification Income Forms for all employees earning less than 80% of median income

3. Will you subcontract more than 25% of this contract with any business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents?

☐ Yes ☐ No

If yes, please provide the following documentation:

☐ List of subcontracted Section 3 business(es) and subcontract amount.
☐ Evidence which identifies the subcontractor is considered a Section 3 Business Concern (Sections 1 and 2 above provide examples of evidence to be used to identify a Section 3 Business Concern)
2016 Income Limits / Maricopa County

<table>
<thead>
<tr>
<th>FY 2016 Income Limit Category</th>
<th>FY 2016 Income Limit</th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maricopa County</td>
<td>$62,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very Low (50%) AMI</td>
<td>$22,050</td>
<td>$25,200</td>
<td>$28,350</td>
<td>$31,450</td>
<td>$34,000</td>
<td>$36,500</td>
<td>$39,000</td>
<td>$41,550</td>
<td></td>
</tr>
<tr>
<td>Low (80%) AMI</td>
<td>$35,250</td>
<td>$40,250</td>
<td>$45,300</td>
<td>$50,300</td>
<td>$54,350</td>
<td>$58,350</td>
<td>$62,400</td>
<td>$66,400</td>
<td></td>
</tr>
<tr>
<td>Moderate (120%) AMI</td>
<td>$53,800</td>
<td>$61,450</td>
<td>$69,150</td>
<td>$76,800</td>
<td>$82,950</td>
<td>$89,100</td>
<td>$95,250</td>
<td>$101,400</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE: ALL BIDDERS MUST COMPLETE THIS SECTION OF THIS FORM.**

**Bidders do not have to have hiring needs in order to be selected for the Contract Award.**

Estimate Project Workforce Breakdown

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total Estimated positions needed (this project)</th>
<th>No. positions occupied by permanent employees</th>
<th>No. positions not occupied</th>
<th>No. positions to be filled with Section 3 residents (this project)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer/Supervisors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Supervisors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tradesmen</td>
<td></td>
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<td></td>
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<tr>
<td>Trainees/Labor</td>
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</tbody>
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General Contractor Certification Statement

I, the undersigned understand that this information will be used to ensure compliance with U.S. Department of Housing and Urban Development Section 3 eligibility requirements. By signature below, I am certifying that the above information is true and correct. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C. 1001. Additionally, U.S. Criminal Code Section 1010, Title 18 U.S.C. “Federal Housing Administration transactions” provides in part “Whoever, for the purpose of... influencing in any way the action of such Administration...makes, utters or publishes any statement knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years or both.”

Signature:_____________________________________ Date:_____________________
Bidders using this approach must demonstrate to the greatest extent feasible, that their firm has sought, solicited, advertised and pursued Section 3 qualified companies or individuals within the community where the project is located, for the purposes of gainful employment or contract opportunity.

Examples of Efforts To Award Contracts to Section 3 Business Concerns:

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans.

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the (HA) Housing Authority (see flyer example attached).

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youth-build programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(17) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(18) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(19) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(20) Actively supporting joint ventures with section 3 business concerns.
Example 1:

ATTENTION

Opportunities for Minority & Women-owned Business and Section 3 Businesses

[your agency/company name here] is committed to promoting the participation of eligible and qualified low-income City of Phoenix residents in projects funded through the Community Block Grant Program (CDBG) HOME Program and ARRA Act, and other programs provided through the U.S. Department of Housing and Urban Development (HUD).

In projects assisted through the above listed programs, the following business opportunities may be available to minority and women owned and Section 3 businesses through participating builders, contractors and other businesses along with various construction leads.

[your agency/company name here] will encourage all participating contractors, and sub-contractors to utilize, to the greatest extent feasible qualified low-income persons for employment and training positions.

Interested persons should contact:

[your agency/company name here]
[your agency/company address here]
[your agency/company contact person name and phone number here]

Example 2:

ATTENTION

City of Phoenix Residents
Local Business and Employment Opportunities

[your agency/company name here] is committed to promoting the participation of eligible and qualified low-income City of Phoenix residents in projects funded through the Community Block Grant Program (CDBG) HOME Program and ARRA Act, and other programs provided through the U.S. Department of Housing and Urban Development (HUD).

In projects assisted through the above listed programs, the following business opportunities may be available to minority and women owned and Section 3 businesses through participating builders, contractors and other businesses along with various construction leads.

[your agency/company name here] will encourage all participating contractors, and sub-contractors to utilize, to the greatest extent feasible qualified low-income persons for employment and training positions.

Interested persons should contact:

[your agency/company name here]
[your agency/company address here]
[your agency/company contact person name and phone number here]
Exhibit I – Request for Information
REQUEST FOR INFORMATION
Limit RFI to one issue requiring response from Owner

Date: __________________________
Project: ____________________________________________________________________________
Requesting Subcontractor: ____________________________________________________________________________
RFI Number (assigned by Owner): ________________________________________

1. Reference Drawing(s) / Detail / Specification: ____________________________________________
2. RFI Question:
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Please Respond by Fax: __________________________________________
by E-mail: __________________________________________

REPLY / RESPONSE TO RFI

Date: __________________________ Response By: __________________________________________
Reply / Response:
_____________________________________________________________________________________
_____________________________________________________________________________________
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Submit all RFI’s via facsimile to 602-258-1666 or emailed to tjmyres@trellisaz.org for response.