A. INSTRUCTIONS

Through this Request for Proposal, TRELLIS COMMUNITY DEVELOPMENT is seeking the services of a licensed contractor with the best favorable competitive rates while providing all qualified businesses, including those that are owned by minorities, woman, persons with disabilities and/or small business enterprises an opportunity to do business with Trellis, a non-profit dedicated to making stable homes and communities possible through educating, building and lending. Trellis at Colter is located at 1617 W Colter St, Phoenix, AZ 85015.

Included in this document for bid are the following items:

- Attachment I: Proposal Form
- Attachment II: Schedule of Values
- Attachment III: Bond Forms
- Exhibit A: Site Construction Document Set
- Exhibit B: Unit 1 Construction Document Set
- Exhibit C: Unit 1 Project Manual
- Exhibit D: Unit 2 Construction Document Set
- Exhibit E: Unit 2 Project Manual

Notice is hereby given that Trellis will receive proposals for the furnishing of construction services, labor and materials for the PROJECT entitled:

TRELLIS @ COLTER - ART 17022

Beginning September 12th, 2018, proposal documents may be obtained or provided electronically from:

https://trellisaz.org/building/projects-open-to-bid

or

Architectural Resource Team, Inc.
Telephone: 602.628.8227
csolorio@art-team.com

Interested bidders must attend the following:

MANDATORY PRE-BID MEETING ON: September 20th, 2018 at 10:00 AM MST
Trellis Community Development
1405 E. McDowell Rd.
Phoenix, AZ 85006

All bids must be on a lump-sum basis. Segregated bids will not be accepted. Each Bid shall be submitted on the Proposal Form (see Attachment I) which shall be accompanied by all items listed in Section E, Paragraph 2, of this document, as well as a certified or cashier’s check or Bid Bond for five percent (5%) of the total amount of the bid made payable to Trellis. Such check or Bid Bond will be given as a guarantee that the Bidder will enter into the contract to perform the work, if so awarded, and provide satisfactory Statutory Performance and Payment Bonds, pursuant to Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and shall be declared forfeited as liquidated damages if the successful Bidder refuses to enter into the said contract after being requested to do so by Trellis. Such check or Bid Bond will be returned to the respective unsuccessful Bidders upon the Award of the Contract to the successful Bidder, and will be returned to the successful Bidder upon the delivery of satisfactory surety company bonds and construction contract.

PROPOSAL DUE ON: October 8th, 2018 at 4:00 PM MST
Proposal shall be sealed and delivered, including electronic copy, to:
Trellis
Attn: Glenn Karlson, Project Manager
1405 E. McDowell Rd.
Phoenix, AZ 85006
In addition, electronic copy should be submitted to:
Architectural Resource Team, Inc.
Telephone: 602.628.8227
colorio@art-team.com

Questions & Site Visit Requests should be directed to the Architect no later then September 27th, 2018:
Architectural Resource Team, Inc.
1055 E Indian School Rd
Phoenix, AZ 85014
Telephone: 602.628.8227
E-mail: csolorio@art-team.com

Proposals will be privately opened by owner.

The Proposal contract shall be awarded, if at all, to the most responsive and responsible Bidder (see Section D. Evaluation Criteria) whose proposal conforms in all material aspects to the requirements of the proposal documents including the Scope of Work. “Responsive Bidder” means the Bidder who submits a proposal that conforms in all material respects to the Instructions and Scope of Work that are incorporated herein by this reference. “Responsible Bidder” means the Bidder who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the proposal most advantageous to Trellis.

The awarded Contract or any part thereof shall not be sublet to a contractor who has not paid taxes as provided in Section 34-241, Arizona Revised Statutes. It shall be mandatory on the Bidder to whom the Contract is awarded, and upon any subcontractor working under the Bidder, to comply in every respect with the provisions of Title 23, 32, 34, Arizona Revised Statutes and with all other requirements of the State of Arizona, applicable to contracts for the construction of private and public works, and with all applicable City, County, State and Federal Laws and Ordinances.

Trellis reserves the right to reject any or all Proposals, to withhold the award of a contract for any reason it may determine and to hold any or all Proposal(s) for a period of ninety (90) days. Trellis also reserves the right to waive any irregularities in any Proposal if such action is, determined by Trellis, in its sole discretion, to be in the interest of Trellis.

B. INTRODUCTION & BACKGROUND

We are a 501(c)(3) non-profit organization. Since we established our roots in 1975, Trellis (formerly Neighborhood Housing Services of Phoenix) has made stable homes possible. We provide home ownership counseling, financial access and neighborhood development. Regardless of income, education or background, we help individuals and families across Arizona. As a NeighborWorks America member and a Freddie Mac Borrower Help Center, we are connected to a strong network spanning all 50 states.

Trellis is dedicated to making stable homes and communities possible through educating, building and lending. Their focus is to work with cross-sector partners to advance social enterprise, increase sustainability and advocate the value of home.

C. PROJECT SCOPE

The project scope includes 20 three-story single family attached units on a 0.71 acre site. The project construction will be split with a portion being the horizontal work (grading, retention, concrete work, etc) and vertical (framing, exterior finish, interior finish, etc). The vertical work may be split into two 10-unit phases (see add alternative A).

Please see the Construction Documents for greater detail, specifications, requirements, etc.

The project will require building permits and inspections.
The contractor may schedule pre-construction site with subcontractors prior to the bid due date.

D. EVALUATION CRITERIA

1. All Proposals shall be evaluated using the following criteria (100 pts total):
   a. Total Cost based on Proposal Form and Schedule of Values Form. (50 pts)
   b. Qualifications and education of project personnel. (5 pts)
   c. Contractor’s experience on projects of similar size and complexity. (15 pts)
   d. Contractor’s experience with nonprofits. (5 pts)
   e. Contractor’s ability to complete project within 6 months of contract execution. (15 pts)
   f. Manufacturers and materials used. (5 pts)
   g. Contractor’s adherence to Request for Proposal Instructions. (5 pts)

E. SUBMISSION OF PROPOSAL

1. The Proposal, together with required enclosures, shall be submitted in an opaque, sealed envelope bearing on the outside the project name, and bidder’s name and address.

2. Included in each envelope shall be the following tabbed sections for reference:
   a. Attachment I: Proposal Form completed and signed.
   b. Attachment II: Schedule of Values completed.
   c. Qualifications and education of project personnel.
   d. Experience on: Projects of similar size and complexity
   e. Project Schedule.
   f. Manufactures and materials to be used.
   g. Photocopy of Contractor’s License.
   h. Name and contact information for two references for which the Contractor has completed work that demonstrates the Contractor’s experience in providing the requested services.
   i. Completed and Signed Attachment III: Bid Bond Form. Note: Performance and Payment Bonds will be required of awarded bidder.
   j. Electronic copy of documents.
   k. Builder VA number

3. A proposal may not be modified, withdrawn, or canceled by the Bidder until ninety (90) days after the time and date for receipt of Bids.

F. POST-BID INFORMATION

1. Contractor’s Liability Insurance Certificates shall be submitted in original and one copy to Trellis within seven (7) days after notification of award of Contract. 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 A. Trellis in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor and its subcontractors from potential insurer insolvency.

2. Contractor and all subcontractors shall purchase and maintain at all times during the execution of this project the following forms of insurance by carriers acceptable to and approved by Trellis:

   a. Worker’s Compensation coverage (including Occupational Disease coverage) as required by all applicable Federal, State, Maritime and other laws, including Employer’s Liability. All contractors and subcontractors providing services under this contract must provide Worker’s Compensation insurance as follows:

   Workers’ Compensation: Statutory Employers’ Liability:
   Each Accident $1,000,000
   Disease – Each Employee $1,000,000
   Disease – Policy Limit $1,000,000

   Policy shall contain a waiver of subrogation in favor of Trellis and Architectural Resource Team, Inc.
b. **Commercial General Liability** - The Contractor and its subcontractors policies shall include bodily injury, property damage, broad form contractual liability, personal and advertising liability and XCU coverage and shall carry a liability of $1,000,000 per occurrence and $2,000,000 in the aggregate and a per project aggregate endorsement.

The Contractor’s liability policies shall name Trellis and Architectural Resource Team, Inc. as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations. The Contractor’s coverage should be primary/non-contributory and include a waiver of subrogation for those listed as additionally insured.

c. **Comprehensive Automobile Liability** - The Contractor and any subcontractor using an owned, hired, or non-owned vehicle to perform services under this Contract shall provide insurance including bodily injury and property damage coverage with a combined single limit of $2,000,000.

The Contractor’s liability policies shall name Trellis and Architectural Resource Team, Inc. as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations. The Contractor’s coverage should be primary/non-contributory and include a waiver of subrogation for those listed as additionally insured.

d. **Excess Liability/Umbrella Liability Coverage** of $3,000,000.

3. **Notice of Cancellation**: Each insurance policy required by the insurance provisions of this Proposal 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 Trellis, except when cancellation is for nonpayment of premium, then ten (10) days prior notice must be given.

4. All insurance policies shall be approved by Trellis before the successful bidder may proceed with the Project.

5. The bidder to whom the Contract is awarded by Trellis shall, within seven (7) days after award and receipt of Agreement forms from Trellis, sign and deliver to Trellis all required copies of the contract.
ATTACHMENT I: PROPOSAL FORM
TRELLIS @ COLTER – 20 UNIT SINGLE FAMILY ATTACHED PROJECT

Having examined the all matters referred to in the Request for Proposal, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Fixed Price Sum of: $_________________________, in United States of America currency. All applicable Federal, State and local taxes are included in the sum.

The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Proposal Sum.

Addenda # _______________ Dated _______________ Addenda # _______________ Dated _______________

ACCEPTANCE
A. This offer shall be open to acceptance and is irrevocable for ninety (90) calendar days from the proposal closing date.
B. If this proposal is accepted by the Owner within the time period stated above, we will:
   1. Submit a Contract within seven (7) calendar days of receipt of Notice of Award.
   2. Furnish required bonds and insurance within (7) seven calendar days of receipt of Notice of Award.
   3. Commence work within (7) seven calendar days of receipt of Notice to Proceed.
C. If this proposal is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bond(s), the security deposit, if required, shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the proposal upon which a Contract is signed.
D. In the event our proposal is not accepted within the time stated above, the security deposit, if required, shall be returned, in accordance with the provisions of the Request for Proposal; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME
A. If Proposal is accepted, all work will be completed by the time proposed in the project schedule from the Notice to Proceed.
B. The Corporate Seal of:

________________________________________ _________________________________________
Contractor Company Name   Owner’s Name
________________________________________ _________________________________________
Authorized Signer Name and Title- Printed  Authorized Signature

____________________________________________________________________________________
Address

__________________________ __________________________ ___________________________
Date    Telephone   License No.
## ATTACHMENT II: SCHEDULE OF VALUES (1 of 3)
### TRELLIS @ COLTER – 20 UNIT SINGLE FAMILY ATTACHED PROJECT

#### SCHEDULE OF VALUES FOR:
- **TCD LLC**
- 1405 E. McDowell Rd.
- Phoenix, AZ 85006

#### PROJECT LOCATED AT:
- Trellis at Colter
- 1617 W Colter St.
- Phoenix, AZ 85015

#### PHASE I - HORIZONTAL
1. **General Conditions/Requirements** $____
2. **Demolition** $____
3. **Foundation and Building Slab** $____
4. **Earthwork** $____
5. **Site - Electrical** $____
6. **Site - Solid Waste** $____
7. **Site - Water Service** $____
8. **Retention** $____

**SUBTOTAL OF BID** $____

Allowance for City Comments (7%) $____
Contingency (5%) $____
Insurance /Bonds $____
Contractor Overhead/Fee $____
Sales Tax $____
**TOTAL BASE BID** $____

#### PHASE II - VERTICAL
1. **General Conditions/Requirements** $____
2. **Metals** $____
3. **Rough Carpentry** $____
4. **Finish Carpentry/Casework** $____
5. **Metal Wall Panels** $____
6. **Thermal & Moisture Protection** $____
7. **Doors, Frames & Hardware** $____
8. **Glass & Glazing** $____
9. **Roofing** $____
10. **Drywall** $____
11. **Stucco** $____
12. **Ceramic Tile** $____
13. **Ceilings** $____
14. **Resilient Flooring & Carpet** $____
15. **Painting** $____
16. **Toilet, Bath & Laundry Accessories** $____
ATTACHMENT II: SCHEDULE OF VALUES (2 of 3)
TRELLIS @ COLTER – 20 UNIT SINGLE FAMILY ATTACHED PROJECT

17. Fire Protection Specialties $________
18. Mailboxes $________
19. Lighting (including exterior) $________
20. Plumbing $________
21. HVAC $________
22. Electrical & Smoke Alarm $________
23. Landscape $________
24. Finish Grading $________
25. Irrigation $________
26. Unit/Building Signage $________
27. Site Fencing $________

SUBTOTAL OF BID $________
Allowance for City Comments (7%) $________
Contingency (5%) $________
Insurance /Bonds $________
Contractor Overhead/Fee $________
Sales Tax $________
TOTAL BASE BID $________

ADD ALTERNATES

A. Project phasing (10 units + 10 units) $________
B. Appliances Package 1 $ --
C. Appliances Package 2 $________
D. Appliances Package 3 $________
E. Additional Bathroom $________
F. Full Tile Shower $________
G. HERS Score <50 $________

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 rates, plus materials, and 15% for Overhead and Profit.
ATTACHMENT II: SCHEDULE OF VALUES (3 of 3)
TRELLIS @ COLTER – 20 UNIT SINGLE FAMILY ATTACHED PROJECT

BIDDER TO PROVIDE THE HOURLY LABOR RATES AS FOLLOWS:

- Superintendent = $__________________
- Skilled Carpenter = $__________________
- Plaster/Drywaller = $__________________
- Pipefitter/Plumber = $__________________
- Electrical Technician = $__________________
- HVAC Technician = $__________________
- General Laborer = $__________________
ATTACHMENT III: BOND FORMS (1 of 2)

ARIZONA STATUTORY BID BOND
PURSUANT TO TITLE 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 5% of the bid amount)

KNOW ALL PERSONS BY THESE PRESENTS THAT: __________________________ (hereinafter "Principal"), as Principal, and _______________________________________________ , (hereinafter "Surety"), a corporation organized and existing under the laws of the State of ____________________ , with it principal offices in the City of ____________________, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety are held and firmly bound unto_________________________________________________________ (hereinafter "Obligee"), in the sum of Five Percent (5%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ______________________________________

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this __________day of _____________________ , 20 ______.

________________________________________  _______________________________________
PRINCIPAL                                            SEAL  SURETY                                                          SEAL

By:  ____________________________________  By: ____________________________________
Its: ____________________________________    Its: ____________________________________

_______________________________________
AGENCY ADDRESS
ATTACHMENT III: BOND FORMS (2 of 2)

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS: That __________________________________________ (hereinafter called Principal), as Principal, and__________________________________________________, a corporation organized and existing under the laws of the State of _____________________ , with its principal office in the City of ______________________________________, (hereinafter called the Surety), as surety, are held and firmly bound unto_________________________________________________ , (hereinafter called the Obligee) in the amount of _______________________ Dollars ($ ), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _________ day ________________________ of 20_______, to _______________________________________________ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice of the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

WITNESS our hands this _________ day of______________________, 20______ .

_________________________________
Principal