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(928) 425-3231 Ext. 8753

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1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY
www.gilacountyaz.gov

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Phone (928) 425-3231 Ext. 8743

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TTY: 7-1-1

SERVICE AGREEMENT NO. 122711

WEATHERIZATION PROJECT NO. HH #3450, #4978

THIS AGREEMENT, made and entered into this 4th day of January, 2012, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Rodriguez Construction Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Weatherization Projects 3450 and 4978, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Exhibits A and B. By mention the exhibits are made a binding part of this agreement as set forth herein.

Exhibit "A" HH# 3450, Exhibit "B" HH# 4978

Contractor Fee's: Refer to Exhibits "A & B"

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor 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 Contractor, 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 County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability 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: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **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 the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) 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 endorsements are to be received and approved by the County 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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires April 21, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 29,452.32 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

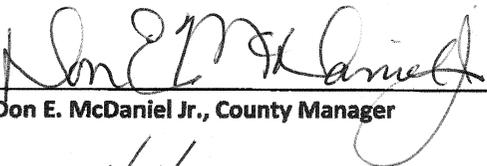
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Agreement No. 122711**, each which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

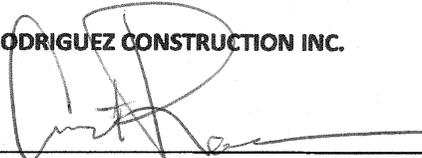
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 1/4/12

RODRIGUEZ CONSTRUCTION INC.



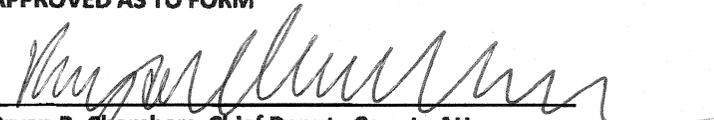
Signature

Arturo J. Rodriguez

Print Name

Date: 12/28/11

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Gila County Housing Services

5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

Exhibit "A"



3450

**RESPEC
Work Summary**

Case Number: **CDBG**

BID TOTAL \$: 77,540.⁰⁰

Property Information:

BID OPENING DATE

CONTRACTOR INFORMATION

Jurisdiction: City of Globe
Target Area: Down Town Area
Census: 4.5
Owner:

Name: RODRIGUEZ CONSTRUCTIONS, INC.
Address: P.O. Box 13
MIAMI AZ 85539

Globe AZ 85501

Voice: 928-425-7244

Phone:
Mobile:

Fax: 928-425-5337

email: RODRIGUEZCONST@HOTMAIL.COM

Contractor Signature: *Al King*

Date: 9-6-11

Main Structure

Unit Info:

Single Family

Owner

50,000 to City of Globe
27,540 to Gila County
CDBG-174-10-02 CDBG10-0402-02

Melvin B...

Interior | Main Structure | Single Family |House |General Requirements

| | | | | | |
|---|------------|------|---|----|-------|
| 1 | 0000000000 | 0 NA | 0 | \$ | _____ |
|---|------------|------|---|----|-------|

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

| | | | | | |
|---|------------|------|---|----|-------|
| 2 | 0000000001 | 0 NA | 0 | \$ | _____ |
|---|------------|------|---|----|-------|

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

| | | | | | |
|---|------------|------|---|----|-------|
| 3 | 0000000002 | 0 ea | 0 | \$ | _____ |
|---|------------|------|---|----|-------|

Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local and Weatherization building standards, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and professional workmanlike manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

NOTE: blower doors audits on home are required to be performed by contractor and verified by housing

| | | | | | |
|---|------------|-----|---|----|-------|
| 4 | 0000000003 | 0 1 | 0 | \$ | _____ |
|---|------------|-----|---|----|-------|

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Interior | Main Structure | Single Family |House |All Lead Surfaces.

| | | | | | |
|---|-----------|---|---|----|-------|
| 5 | 030003003 | 0 | 0 | \$ | _____ |
|---|-----------|---|---|----|-------|

LEAD TREATMENT GUIDELINES

All work must be done in a workmanlike manor and comply with all applicable state, federal and local laws, rules, regulations and guidelines.

These standard may include but are not limited to the following:

29 CFR 1926-Construction Industry Standards,
 29 CFR 1926.62-Construction Industry Lead Standard,
 29 CFR1910. 1200-Hazard Communication,
 40 CFR Part261-EPA Regulations,
 NCLSH-HUD Lead Paint Guidelines,
 Evaluation Protocols, (most recent draft)

Interior | Main Structure | Single Family |House |Plumbing Repairs

| | | | | | |
|---|------------|------|---|----|-------|
| 6 | 0130010003 | 0 LF | 0 | \$ | _____ |
|---|------------|------|---|----|-------|

Repair Water Lines

Remove any defective lines and shut offs flex lines hose bibs ect. make sure that we have proper flow

rates. All work needs to conform to 2004 plumbing codes.

| | | | | |
|---|------------|------|---|----|
| 7 | 0130020006 | 0 LF | 0 | \$ |
|---|------------|------|---|----|

Repair Drain Lines

Remove any defective lines and replace to conform to 2004 plumbing code.

| | | | | |
|---|----------|-----|---|----|
| 8 | 01300440 | 0 1 | 0 | \$ |
|---|----------|-----|---|----|

Replace both toilets

Remove and dispose of old toilets;

Replace with new toilets and shut off valves and flex lines ect for both bathrooms.(Mansfield 137-164, Sterling 402315 or similar)Install to code as per Performance Manual guidelines.

| | | | | |
|---|------------|------|---|----|
| 9 | 0130040001 | 0 NO | 0 | \$ |
|---|------------|------|---|----|

Install Faucets

Install new washer less faucets to code. Faucet must be water conserving type,(Moen Delta or pre approved by housing service) with max. flow rate of 2.2 GPM at 60psi. Client has input on style.

| | | | | |
|----|------------|------|---|----|
| 10 | 0130040014 | 0 NO | 0 | \$ |
|----|------------|------|---|----|

Install Tub/Shower Combination rm 12

Install tub and surround wall unit 1,2 or 3pice units (Lasco, Sterling or approved equal unit) as per Performance Manual guidelines and local code.

Owner to have input on style of unit.

Include an anti-scald valve on shower. (This line item is to include all fixturesMoen Delta or pre approved by, supply and waste lines normally associated with tub/shower installations.)

| | | | | |
|----|------------|------|---|----|
| 11 | 0130040008 | 0 NO | 0 | \$ |
|----|------------|------|---|----|

Replace Vanity w/Sink rm 12

Remove old vanity w/sink and replace with new to code.

Install new vanity w/sink to code complete. (allowance of up to \$240.00 for vanity and top, Customer is to have a choice in style and color)

Include trap, faucets, shut off valve, pop-up drain, caulk, etc.Faucet must be of water conserving type with max. flow rate of 2.2 GPM at 60 psi.

| | | | | |
|----|------------|------|---|----|
| 12 | 0130040011 | 0 NO | 0 | \$ |
|----|------------|------|---|----|

Install Kitchen Sink

Install new stainless steel double bowl sink with faucet assembly, trap, shut off valve, basket, and caulk seal at countertop.

Interior | Main Structure | Single Family |House |Roof Repairs

| | | | | |
|----|------------|------|---|----|
| 13 | 0070020003 | 0 SF | 0 | \$ |
|----|------------|------|---|----|

Replace Sheathing

Remove all defective sheathing and replace to match existing. Pull all nails and prepare rafter surface. Install at right angles to rafters; nail every 10" at center, and every 6" on edge.f

| | | | | |
|----|------------|------|---|----|
| 14 | 0070010001 | 0 SF | 0 | \$ |
|----|------------|------|---|----|

Tear Off Existing Roof and Install New

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing.

Replace all flashing at chimney and install 30# felt paper, aluminum drip edge, new valley metal, vent boots, and new 24gage Standing seam medal roofing white or light almond, all new metal drip edge, Valley metal, Vent boots, and Rain gutters as needed to match in color and gage.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED,

DAMAGED, NON- EXISTING, T... CONTRACTOR MUST REMOVE AND REPLACE AND HAVE INSPECTED AFTER REPLACED PRIOR TO ROOF MATERIAL BEING INSTALLED.

"THIS IS DIRECTLY SPECIFIED IN THE WORK WRITE-UP."

| | | | | |
|----|------------|------|---|----|
| 15 | 0070030002 | 0 LF | 0 | \$ |
|----|------------|------|---|----|

Install New Gutters and Downspouts

Install new white or almond seamless spouting and calculated number of outlets and downspouts to accommodate maximum water volumes.
Also install concrete splash blocks or tie into existing storm lines at each downspout exit to minimize erosion.

| | | | | |
|----|------------|------|---|----|
| 16 | 0070030016 | 0 SF | 0 | \$ |
|----|------------|------|---|----|

Repair Chimney

Remove all damaged material and replace with new that meets all code requirements. Structure shall be structurally sound.

| | | | | |
|----|------------|------|---|----|
| 17 | 0010060006 | 0 LF | 0 | \$ |
|----|------------|------|---|----|

Replace Fascia and Box Eaves

Remove and dispose of all existing fascia and replace with new 2 x 6 material to match existing. Prime all sides before installation. Box all eaves so fascia extends below boxing, Caulk all seams and nail with galvanized nails or screws.

Interior | Main Structure | Single Family |House |Electrical

| | | | | |
|----|------------|------|---|----|
| 18 | 0110020001 | 0 LS | 0 | \$ |
|----|------------|------|---|----|

Do all electrical repairs as listed

Make all repairs listed below, and/or on the attached electrical report.

- 1) Replace outlets with GFICs at all locations within 6' of water source including kitchen sink, bath lavatories, washer, exterior outlets, etc. Install to NEC. (Per CABO 4402.4, this does not apply to single receptacle supplying a permanently installed sump pump.)
- 2) Exterior outlets to have weatherproof covers.
- 3) Replace all outlets, switches, or covers.
- 4) Replace all bulbs with CFLs.
- 5) Bathroom and laundry to each have a **minimum of one 20 amp dedicated** circuit.
- 6) Replace kitchen light fixture with new t-8 fixtures.

Bring other hazards to the rehab specialists attention such as old and defrayed wiring, light fixtures that do not work after replacing bulbs etc. .

Interior | Main Structure | Single Family |House |Attic

| | | | | |
|----|------------|--------|---|----|
| 19 | 0060010006 | 0 S.F. | 0 | \$ |
|----|------------|--------|---|----|

Blown Fiberglass, Open Attic - (R38)

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84.

Interior | Main Structure | Single Family |House |Exterior Side Walls

| | | | | |
|----|------------|------|---|----|
| 20 | 0010010017 | 0 LF | 0 | \$ |
|----|------------|------|---|----|

Replace Stud Wall Framing

Remove existing stud wall (laundry room) and replace. Build stud wall from floor to ceiling with construction grade 2"x 4" material, 16" OC using 2"x 4" top and bottom plates. Standard 3 stud corners shall be used and all openings shall be headed with framing material on edge size to meet load and span.

Note: is a load bearing wall, and may need roof joist as well prior to sheathing and roofing.

| | | | | |
|----|------------|---|---|----|
| 21 | 0010120121 | 0 | 0 | \$ |
|----|------------|---|---|----|

Patch holes

Patch holes in the stucco and sheet rock in all walls, ceilings and specified areas. where window a/c units are cut into walls, any holes and gaps between block and framed walls, around all doors and windows ect, this includes all work that is needed to comply with lead requirements.

| | | | | |
|----|------------|------|---|----|
| 22 | 0040030002 | 0 SF | 0 | \$ |
|----|------------|------|---|----|

Repair Stucco

Remove damaged materials to solid surface, wet surface and stucco to match existing surface. Two coat process shall be used.

Interior | Main Structure | Single Family |House |Doors

| | | | | |
|----|------------|---|---|----|
| 23 | 0010090006 | 0 | 0 | \$ |
|----|------------|---|---|----|

Install 4 Prehung Exterior Door

Provide and install factory hung 1-3/4" raised panel/metal clad/foam core door,(Pease, Thermatru, Stanley or approved equal), complete with keyed lockset and trim both sides, dead bolt, vinyl bubble weatherstripping, and aluminum threshold. Make all necessary wall repairs and finish to owner's preference keep all doors the same size.

Note: Refer to lead inspection

Interior | Main Structure | Single Family |House |Windows

| | | | | |
|----|------------|---|---|----|
| 24 | 0010100028 | 0 | 0 | \$ |
|----|------------|---|---|----|

Replace aluminum windows

Replace the old windows with aluminum framed, double pane single hung sliders. All trim work inside and out to be included. Prime and paint all work.

Note: Refer to lead inspection.

Interior | Main Structure | Single Family |House |Floor

| | | | | |
|----|------------|---|---|----|
| 25 | 0010140014 | 0 | 0 | \$ |
|----|------------|---|---|----|

Repair floors as needed include under layment

Make all necessary repairs to floors and include any underlayment.

| | | | | |
|----|------------|---|---|----|
| 26 | 0010140014 | 0 | 0 | \$ |
|----|------------|---|---|----|

Repair floor around toilet

Pull toilet up, repair the floor. Install a bolt down set, wax ring and reconnect water supply.

| | | | | |
|----|------------|------|---|----|
| 27 | 0030010006 | 0 SF | 0 | \$ |
|----|------------|------|---|----|

Replace Sheetgoods

Remove and dispose of existing flooring; scrape and clean surface smooth; fill all cracks and holes with floor leveler.

Install new vinyl sheetgoods as per manufacturer's recommendations. Include needed chrome threshold strips. Include material allowance of \$1.05 square ft. (\$9.45 sq. yd)

Include all cove base trim to provide neat finished appearance.

Customer to have choice of color and style

| | | | | |
|----|------------|------|---|----|
| 28 | 0030010008 | 0 SF | 0 | \$ |
|----|------------|------|---|----|

Replace Carpet

Remove and properly dispose of existing carpeting; prepare surface and install new carpet with backing and cushioning pad as per manufacturer's recommendation. Include needed chrome threshold strips. (Material allowance of \$21.00 a square yard.)

Interior | Main Structure | Single Family | House | Cabinets

| | | | | |
|----|------------|------|---|----------|
| 29 | 0090040004 | 0 SF | 0 | \$ _____ |
|----|------------|------|---|----------|

Remove Ceramic Tile

Remove all ceramic tile back splash and repair surface beneath smooth, ready to receive new covering.

| | | | | |
|----|------------|------|---|----------|
| 30 | 0010030001 | 0 LF | 0 | \$ _____ |
|----|------------|------|---|----------|

Install Base and Wall Cabinets and Countertop

Provide and install new midline series "Kraft Line", "Kitchen Kompact", "American Woodmark", or approved equal base and wall cabinetry. All work to be level, plumb, and true. Cabinets are to be attached to studs in the wall. Seal air tight all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. (Cabinet fronts are to be made of the flat panel/rail design vs. the raised panel type, and wood fronts vs. particleboard fronts.)

Install formica or Wilsonart laminated countertops, securely attached to cabinets. All work to be level, plumb, and true. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to studs in walls. Caulk all seams where countertop meets walls

Interior | Main Structure | Single Family | House | Ceiling

| | | | | |
|----|------------|---|---|----------|
| 31 | 0010200202 | 0 | 0 | \$ _____ |
|----|------------|---|---|----------|

Repair the ceiling.

Repair or install new ceiling(s) thru out the complete home with correct sheet rock taped and textured to match the interior walls. prim all work.

Interior | Main Structure | Single Family | House | Interior Walls

| | | | | |
|----|------------|------|---|----------|
| 32 | 0090010002 | 0 SF | 0 | \$ _____ |
|----|------------|------|---|----------|

Repair Drywall

Cut out any water damaged and all affected areas and or missing drywall, install new material flush with existing surface, tape all joints and finish with 3 coat process. Prepare surface with quality drywall prime coat ready for paint. Sherwin Williams, Dulux, Sears or approved equal.

| | | | | |
|----|------------|------|---|----------|
| 33 | 0090010008 | 0 SF | 0 | \$ _____ |
|----|------------|------|---|----------|

Install Waterproof Drywall

Install greenboard waterproof drywall and tape all joints; finish 3 coat process. As needed around wet walls

Prepare surface with quality drywall prime coat ready for paint. Sherwin Williams, Dulux, Sears or approved equal.

| | | | | |
|----|------------|---|---|----------|
| 34 | 0010120121 | 0 | 0 | \$ _____ |
|----|------------|---|---|----------|

Patch holes

Patch holes in the sheet rock in all walls, ceilings and specified areas. Tapped and textured then prim to match existing.

Interior | Main Structure | Single Family | House | Mechanical

| | | | | |
|----|------------|------|---|----------|
| 35 | 0120010004 | 0 NO | 0 | \$ _____ |
|----|------------|------|---|----------|

Remove Furnace System Complete w/Ductwork etc

Install new furnace as specified including clean out removal of furnace, ductwork, thermostat, registers, flue liner and main disconnect to code.****(Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE, ENERGY STAR rated furnace and thermostat as specified including, ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **This item will be considered incomplete and not paid without sizing specifications.**

- 2) install and vent the unit per manufacturer's instructions (PMI)
- 3) electrical supply must be a dedicated circuit with a switch at the unit.
- 4) unit must have a minimum 30 inch front clearance, when installed.
- 5) check the gas input to the unit
- 6) check the temp. rise and match to the unit (PMI)
- 7) recheck for gas leaks

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.

size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.

- 1) all joints in return air and supply ducts must be sealed
- 2) install a filter chamber with a cover

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

| | | | | | |
|----|------------|------|---|--|----------|
| 36 | 0120050006 | 0 ea | 0 | | \$ _____ |
|----|------------|------|---|--|----------|

Install a 4 Ton A/C unit to existing furnace

Install new A/C system to the new furnace, per manufactures instructions. Include 14 Seer Condenser (duel phase) and Cased coil, new thermostat, dedicated electrical breakers, installed to code.

- 1) size the new A/C system to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the design load and your proposed unit size.
- 2) electrical supply must be a dedicated circuit.

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Repair the existing ductwork for best possible efficiency,

- 1) all joints in return air and supply ducts must be sealed to meet weatherization requirements.
- 2) install a filter chamber that accepts standards size filters and supply home owner with 2 new filters.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan. Also all work must be tested to meet wap requirements!

Interior | Main Structure | Single Family |House |Painting

| | | | | | |
|----|------------|---|---|--|----------|
| 37 | 0100010019 | 0 | 0 | | \$ _____ |
|----|------------|---|---|--|----------|

Paint interior of the house.

Paint interior using Lead Safe Practices. Scrape all loose paint, fix damaged areas, then prime and paint all interior of the house.

Home owner to decide one color.

| | | | | | |
|----|------------|------|---|--|----------|
| 38 | 0100020001 | 0 SF | 0 | | \$ _____ |
|----|------------|------|---|--|----------|

Paint House Complete

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim specified by home owner in complete house painting. Main body must be light color of home owners choice pre approved by housing services and trim of any color home owners choice.

Total for: House \$ _____

Total for: Interior \$ _____

Job Total Cost: \$ _____

XRF POSITIVE SUMMARY REPORT

Address: Globe, Arizona 85501 ----

| Sample | Area | Room Equivalent | Side Tested | Component | Substrate | Condition | Color | Lead | Results | Quantities (Including Sides) Per Area | Comments |
|--------|----------|-----------------|-------------|---------------|--------------|-----------|-------|-------|----------|---------------------------------------|----------|
| 10 | Exterior | 01 Exterior | A | Door Lintel | Metal | Poor | Blue | 1.48 | Positive | 1 Each | |
| 17 | Exterior | 01 Exterior | A | Window Lintel | Metal | Poor | White | 2.28 | Positive | 3 Each (A,D) | |
| 64 | Interior | 02 Family Room | A | Door Lintel | Metal | Fair | Brown | 2.37 | Positive | 1 Each | |
| 73 | Interior | 02 Family Room | A | Window Lintel | Metal | Poor | Blue | 1.31 | Positive | 2 Each (A, D) | |
| 128 | Interior | 06 Kitchen | D | Backsplash | Ceramic Tile | Intact | Brown | 14.96 | Positive | 30 Sq. Ft. (A,C,D) | |
| 215 | Interior | 12 Bathroom | C | Tub | Metal | Intact | White | 5.95 | Positive | 1 Each | |

RODRIGUEZ CONSTRUCTIONS, INC.

547 SOUTH EAST STREET
GLOBE, ARIZONA 85501
Res. #ROC247371B / Comm. #ROC247372B-01
Res./Comm. #ROC247373K42
Office - (928) 425-7244
Fax - (928) 425-5337
rodriguezconst@hotmail.com

December 13, 2011

TO: Gila County Housing
Attn: Malissa Buzan

HH 4978

Rodriguez Constructions hereby proposes to submit an estimate to perform the following work:

Replace two (2) roof decks at rear of home. All existing roof materials will be removed to the wood decking. Any wood found to be deteriorated will be replaced at no additional cost. New materials to consist of 2" low- rise, 75# fiberglass base sheathing to be mechanically fastened. Final application to consist of a 4.5 MIL APP (Actatic Polypropylene) roof system.

| | |
|-------------------------------------|-------------------|
| Subtotal Total labor and materials: | \$1,800.00 |
| <u>Sales tax 6.24%</u> | <u>\$112.32</u> |
| Total Contract amount: | \$1,912.32 |

ACCEPTANCE OF PROPOSAL

Signature _____ Date _____

Respectfully Submitted,

Art I. Rodriguez

Art I. Rodriguez

* 50% deposit is required to purchase materials in order to commence work. Remaining balance is due in full upon project completion unless otherwise specified by Rodriguez Constructions, Inc. prior to signing of contract. This proposal/bid will be in effect for 30 days from above stated date.

"A ROOF DONE RIGHT IS WATER TIGHT"