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GILA COUNTY
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1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 120214-1
MAJOR REHABILITATION HH#131-01

THIS AGREEMENT, made and entered into this 10th day of December, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction Inc., of the City of Miami, 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 the services and products listed in the Scope of Work below for Major Rehabilitation HH#131-01, and shall do so in a good, 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 Attachment "A" to **Service Agreement No. 120214-1**, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 120214-1**, by mention made a binding part of this agreement as set forth herein.

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 "Indemnitee") 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**, or emailed to Jeannie Sgroi at jsgroi@gilacountyaz.gov. 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:** Contractor's 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- WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods

and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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 June 30, 2015.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 120214-1 is for a total flat fee of \$46,426.00 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 Service Agreement No. 120214-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 10 day of DECEMBER 2014.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTION INC.



Signature
Art Rodriguez

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1264
Globe Az. 85502
(928)425 - 7631



REVISED SCOPE

**RESPEC
Work Write-up**

Case Number: CDBG131-13-01

BID TOTAL \$: 4,642,000.00

Property Information:

BID OPENING DATE 0

CONTRACTOR INFORMATION

Name: Rodriguez Const.
Address: P.O. Box 13
Miami AZ 85539

Owner:

Voice: 928.425.7244
Fax: 928.425.5337
email: Art@rodriguez-AZ.com

Main Structure

Unit Info:

wner

RESPEC Contractor Bid

Case# CDBG131-13-01

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Interior

Main Structure

Single Family

House

General Requirments

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 IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

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 IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable. All work to be done in a quality and professional 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.

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.

Roof Repairs

5 0010060006 0 LF 0 \$ 2400

Replace Fascia/ box eves

Remove and dispose of all existing fascia and box eves with new material chalk and prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

6 0070010001 0 SF 0 \$ 10,000

Tear Off Existing Roof and Install New

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing, remove Evap cooler and Jack as well as all furnace vents or flue's. Replace all flashing at chimney and install 30# felt paper, aluminum drip edge, new valley metal, vent boots, and new 235 lb. composition 25-year fiberglass shingles.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED ROTTEN

RESPEC Contractor Bid ^{Cutoff} CDBG131-13-01Page# 3 of 5
Printed on: 10/29/2014 12:41:05 PM**DAMAGED, THEN THEY MUST BE CALCULATED INTO BID.****-Roof Options: Shasta White or Light Desert Tan.****Drywall**

7	0010020016	0 LF	0	\$	400
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Repair as Specified

(List any other misc. trim repairs.) Remove the window casing and window jam in bedroom 04 interior per lead report and repair wall with sheet rock to eliminate the old opening leaving a smooth wall matching existing texture on wall.

8	0010120121	0	0	\$	600
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Patch holes

Patch holes in the sheet rock in all walls, ceilings and specified areas. Tapped and textured to match existing. No painting unless approved. repair damaged area near main entrance, and all other holes and or gaps and voids.

Electrical

9	0110010006	0 Each	0	\$	2200
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Upgrade Electric to (200) Amp Service

Disconnect existing service. Install new (200) amp 3 wire service and panel, complete with a main breaker, and breaker style circuits, with all circuits labeled and balanced. Square D, Cutler-Hammer, Westinghouse or approved equal. Upgrade to meet NEC.

10	0110030008	0 PER F	0	\$	800
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Electrical repairs

Repair and dispose of all illegal and defective wiring and boxes. Replace with new wiring, outlets and boxes to code. All unused switches, receptacles, fixtures, and conductors must be removed.

Windows

11	0010100001	0 NO	0	\$	2900
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Install New Vinyl Replacement Windows

Install new vinyl, double pane double hung or vertical sliding window in place of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.

Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002. Install new window where evap cooler was located on sidewall.

Exterior Side Walls

12	0040030001	0 SF	0	\$	8000
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Stucco

Prep all exterior walls removing existing siding if needed to install new stucco or repair existing. Install high density foam for insulation value install and screen and expansion and corner joints needed. lath and two coats of stucco to a minimum of 5/8" with finished pattern matching the existing stucco with all repairs needed to existing.

13	0060020006	0 NO	0	\$	600
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Caulk House Complete

Clean all surfaces and caulk to provide leak-free seal according to Performance Manual guidelines inside and out.

14	0100020001	0 SF	0	\$	4000
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Paint House Complete

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to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting. Prime and paint with a approved quality paint from housing dept and of home owners selection body must meet emissivity requirements and trim may be any color of home owners preference. Interior walls and ceiling after primed and caulked from work repairs needed paint one color home owners choice.

Heating

15	0120010004	0 NO	0	\$ 9000
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Install Furnace A/C System Complete w/Duct etc.

Install new furnace as specified in wap guidelines including REMOVAL eside mounted evap cooler and, ductwork, thermostat, registers, flue liner and main disconnect to code.****(Flue 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 (prior to installation of unit!). 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, and install new thermostat.
- 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
- 8) Check static pressures record and submit to rehab specialist.

All furnace work must meet or exceed NFPA #54, as well as any other local codes
Install the R-8 insulated 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 and supply air ducts must be sealed to meet wap standards for new system .5pa.
- 2) install a filter chamber with a cover and leave home owner 1 case of filters(standard size)
- 3) install new supply registers.
- 4) correct room pressures as needed to meet wap standeards of+ or - 3pa

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

Insulation

16	0060010001	0 SF	0	\$ 2000
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Blown fiberglass. Open Attic - (R-38)

Insulate attic. Coverage should be as level as possible and to the depth of material that corresponds with each R value. Each individual manufacturer's recommendation for initially installed thickness and settled density usually found in the coverage table on the material packaging. Material used will meet and conform to ASTM C739-91 and ISS 16 CFR, Part 1209. Note: maintain clearance from combustible materials in accordance with NFPA Requirements. (Install soffit baffles as needed.) make sure we get a picture of depth and also we leave a bag density label on raters and a measured rule installed properly in attic.

Must follow wap guidelines! which includes installing a insulation ruler and a bag density indication label.

Plumbing Repairs

17	0130010003	0 LF	0	\$ 800
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RESPEC Contractor Bid

Case# CDBG131-13-01

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Repair Water Lines

Remove any defective lines and replace to current plumbing code. Gila County just adopted ICC 2012 code.

Total for: House \$ 32,500.⁰⁰

Total for: Interior \$ 11,200

Job Total Cost: \$ 43,700

6.24% SALES TAX 2726.⁰⁰

CONTRACT AMOUNT 46,426.⁰⁰