



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 06/06/23

or Procurement Director Award:

** = Mandatory, information must be provided*

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Style Construction, LLC (Headquarters: Tucson, AZ) and Woodstock Builders, Inc. (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Pima County Mobile Home Weatherization

***Purpose:**

Award: Master Agreement No. MA-PO-23-181. This award of master agreement is recommended to the two (2) lowest, responsive, responsible bidders in an annual shared amount not to exceed \$400,000.00 for an initial one (1) year agreement term from 06/06/23 to 06/05/24 which may be extended for up to four (4) additional one-year terms. Department: Community and Workforce Development.

This is an indefinite delivery/indefinite quantity master agreement. Services will be alternated between both contractors.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2300085 was conducted. Two (2) responses were received. Due to administering grant funds, no DBE or SBE goals were established. Award is to both responsive and responsible bidders.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

To install energy efficient measures for conventional homes of income eligible households including elderly persons with disabilities and families with children located in unincorporated Pima County, Town of Oro Valley, Town of Sahuarita, and the City of South Tucson.

***Public Benefit:**

To improve the housing stock throughout Pima County by providing eligible households with energy efficient home repairs and weatherization services.

***Metrics Available to Measure Performance:**

Successful completion of approximately twenty-five (25) homes per year.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: GR PO Contract Number (i.e., 15-123): 23-181
Commencement Date: 06/06/23 Termination Date: 06/05/24 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 400,000.00 * Revenue Amount: \$

*Funding Source(s) required: General & Various Grants

Funding from General Fund? Yes No If Yes \$ 15,000.00 %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient? Vendor
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Denise Waldo Digitally signed by Denise Waldo Date: 2023.05.01 11:12:03 -07'00' Division Manager: Scott Loomis Digitally signed by Scott Loomis Date: 2023.05.08 14:53:51 -07'00'
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2023.05.09 09:37:51 -07'00' Telephone: 724-8458
Department Director Signature: Daniel P. Sullivan Digitally signed by Daniel P. Sullivan Date: 2023.05.09 13:48:51 -07'00' Date:
Deputy County Administrator Signature: Date: 9 May 2023
County Administrator Signature: Date: 5/10/23



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 27, 2023

The Procurement Department hereby issues formal notice to respondents to **Solicitation No. IFB-PO-2300085 for Pima County Mobile Home Weatherization** that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after June 6, 2023.

Award is recommended to the responsive and responsible Bidders.

<u>AWARDEE NAME(S)</u>	<u>BID AMOUNT</u>	<u>SHARED ANNUAL AWARD AMOUNT</u>
Arizona Style Construction, LLC	\$331,404.25 ¹	\$400,000.00
Woodstock Builders, Inc	\$357,131.65 ²	

OTHER RESPONDENT NAMES

None

¹ Scrivener's error on total submitted. Submitted \$331,404.00, actual as shown above.

² Scrivener's error on total submitted. Submitted \$357,132.00, actual as shown above.

Issued by: /s/ Denise Waldo, CPPB / Procurement Officer

Telephone Number: 520.724.8458

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov .

PIMA COUNTY COMMUNITY AND WORKFORCE DEVELOPMENT

PROJECT: Pima County Mobile Home Weatherization

CONTRACTOR: Arizona Style Construction, LLC
700 N Lazy J Way
Tucson, AZ 85748

Woodstock Builders, Inc.
3936 E. Crest Lane
Phoenix, AZ 85050

CONTRACT NO.: MA-PO-23-181

AMOUNT: \$400,000.00

FUNDING: GENERAL AND VARIOUS GRANT FUNDS

CONSTRUCTION SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Arizona Style Construction, LLC and Woodstock Builders, Inc., hereinafter called Contractor, and collectively referred to as the Parties.
- 1.2. Authority. County requires, consistent with the provisions of A.R.S. Title 11, the services of a Contractor to provide all equipment, labor, and materials required to construct the Pima County Mobile Home Weatherization ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. IFB-PO-2300085 for Pima County Mobile Home Weatherization (the Solicitation). Contractors submitted the low responsive, responsible bids in response to the Solicitation for said work and are qualified and willing to provide such services.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on 06/06/23, and terminates on 06/05/24, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County all labor, materials and equipment necessary to complete the project as described in Pima County Solicitation No. IFB-PO-2300085, Exhibit B - Scope of Services (48 pages). The Services must comply with all requirements and specifications in the Solicitation.

4. **Compensation and Payment.**

4.1 Compensation. County will pay Contractor as specified.

4.1.1 Invoices. Contractor will provide detailed documentation in support of requested payment. Contractor must cite the Contract number on all invoices.

4.1.1.1 For the period of record retention required under Article 24, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

4.1.2 Total payment for this Contract will not exceed \$400,000.00. County will make payments based on Exhibit A - Bid Schedule (11 pages) submitted by Contractors in response to Solicitation No. IFB-PO-2300085. County will pay line items for which the "Unit" is defined as L.S. as "Lump Sum". County will measure and pay the unit price for the actual quantities of work performed for other line items for which the "unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.) and for which there is a Unit Price in accordance with the Pima Association of Governments Standard Specifications for Public Improvements ("Standard Specifications"). The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

4.1.3 Work Performed. Contractor will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Contractor's own risk.

5. **Insurance.** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

5.1. Ratings. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5.2. Insurance Coverages and Limits.

5.2.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, personal and advertising injury and products – completed operations.

5.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

5.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

5.2.1.4. Claims-Made Coverage. Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

5.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

5.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

5.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

5.3.3. Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance.

5.3.4. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

5.4. Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the County project or contract number and project description.

5.5. Verification of Coverage:

Contractor will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

5.5.1. All certificates and endorsements, as required by this Contract, are to be received and approved by 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. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

5.5.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County project or contract number and project description on the certificate. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

5.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or

endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. Indemnification.

- 6.1. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractor . This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
- 6.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the Contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.
- 6.3. Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project.

7. Laws and Regulations.

- 7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.
- 7.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County.
- 7.3. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract.

8. **Status of Independent Contractor**. Contractor is an independent Contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

9. Contractor/Subcontractor Performance.

- 9.1. Performance. Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain County's approval.
- 9.2. Responsibility. Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Contract. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any

deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Contract, regardless of County having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to County.

- 9.3. Subcontractor License. Contractor will ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. Contractor will not permit any Subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors.
- 9.4. Subcontractor Acts and Omissions. Contractor will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay any Subcontractor, except as may be required by law.
- 9.5. Subcontractor List. Contractor must use the Subcontractor's named on Contractor's Subcontractor List submitted with the bid. No Subcontractor may be added or changed without the prior written approval of County subsequent to review and approval by the Administering Department Director and Procurement Director.
10. **Assignment**. Contractor will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination**. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
12. **Americans with Disabilities Act**. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **Authority to Contract**. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Non-Waiver**. The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
15. **Cancellation for Conflict of Interest**. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination of Contract for Default**.
 - 16.1. Upon a failure by Contractor to cure a default under this Contract within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Contractor. In this event, County may take over the work and complete it by Contract or otherwise. Contractor and its sureties, if any, will be liable for any damage to County resulting from Contractor's default, including any increased costs incurred by County in completing the work.

16.2. Default Events. The following constitutes an event of default:

- 16.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
- 16.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
- 16.2.3. Failure to provide competent supervision at the site;
- 16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
- 16.2.5. Failure to make prompt payment to Subcontractors or suppliers for material or labor;
- 16.2.6. Loss of Contractor's business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor's performance of this Contract;
- 16.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Contract; or
- 16.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Contractor, or Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

16.3. Termination. In the event of a termination for default:

- 16.3.1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Contractor for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;
- 16.3.2. County may withhold payments to Contractor arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Contractor is determined; and
- 16.3.3. Subject to the immediately preceding subparagraph 16.3.2, County's liability to Contractor will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

16.4. Non-Termination. County will not terminate the Contract for default or charge Contractor with damages under this Article if:

- 16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:
 - 16.4.1.1. Acts of God or of the public enemy,
 - 16.4.1.2. Acts of County in either its sovereign or contractual capacity,
 - 16.4.1.3. Acts of another Contractor in the performance of a contract with County,
 - 16.4.1.4. Fires,

- 16.4.1.5. Floods,
- 16.4.1.6. Epidemics,
- 16.4.1.7. Quarantine restrictions,
- 16.4.1.8. Strikes,
- 16.4.1.9. Freight embargoes,
- 16.4.1.10. Unusually severe weather, or
- 16.4.1.11. Delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the Subcontractor(s) or suppliers; and

16.4.2. Contractor, within three days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the judgment of County the findings warrant such action, the time for completing the work may be extended.

16.5. Receipt of Notice. For the purposes of subsection 16.1 above, "receipt of notice" includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Contract.

16.6. Excusable. If, after termination of the Contract for default, County determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated the Contract for convenience as set forth in Article 17.

16.7. Rights and Remedies. The rights and remedies of County in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

17. **Termination for Convenience of County**. County may terminate this Contract at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of County, become its property. If County terminates the Contract as provided herein, County will pay Contractor an amount based on the time and expenses incurred by Contractor prior to the termination date. However, County will make no payment for anticipated profit on unperformed services.

18. **Non-Appropriation of Funds**. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County has no further obligation to Contractor, other than payment for services rendered prior to termination.

19. **Notices**. Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:
 Daniel Sullivan, Director
 Community Workforce Development
 2797 E. Ajo Way, 3rd Floor
 Tucson, AZ 85713
 Daniel.Sullivan@pima.gov
 Tel: 520.724.7309

20. **Non-Exclusive Contract.** Contractor understands that this Contract is Non-Exclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
21. **Contract Documents.**
- 21.1. Incorporation of Documents: County and Contractor in entering into this Contract have relied upon information provided in Solicitation No. IFB-PO-2300085 Pima County Mobile Home Weatherization, Exhibit A – Bid Schedule, Exhibit B – Scope of Services, Exhibit C – Basic Clause for Federally-Funded Contracts, Amendments, and on information provided in Contractor’s response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.
- 21.2. Order of Precedence: In the event of a conflict or inconsistency between or among the contract documents, the documents shall take precedence in the following order:
- 21.2.1. This Contract
 - 21.2.2. Exhibit B – General Conditions
 - 21.2.3. Special Provisions, Technical Specifications, and Plans
 - 21.2.4. Contractor Response to the Solicitation
 - 21.2.5. Instructions to Bidders
 - 21.2.6. Invitation to Bid
- 21.3. Deviation: The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such agreement interpreting the documents shall be incorporated into the Contract by amendment.
- 21.4. Conflict: In the event of any conflict between any provision in the Special Conditions, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.
22. **Ownership of Documents.** Ownership of all original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Contract vests in and become the property of the County and will be delivered to County upon completion or termination of the services, but Contractor may retain record copies thereof.
23. **Books and Records.**
- 23.1. Maintenance. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 23.2. Retention. Contractor will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Contractor may, at its option, deliver such records to County for retention.
24. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
25. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
26. **Delays.** Neither party will be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

27. Disputes.

- 27.1. Resolving Dispute. In the event of a dispute between County and Contractor regarding any part of this Contract or the Parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Contractor's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.
- 27.2. Performance. The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

28. Public Records.

- 28.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of Construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Contractor in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.
- 28.2. Records Marked Confidential.
 - 28.2.1. Any information submitted related to this Contract that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.
 - 28.2.2. Notwithstanding the above provisions, in the event records marked confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked confidential 10 business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the 10 day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential, nor shall County be in any way financially responsible for any costs associated with securing such an order.

29. Legal Arizona Workers Act Compliance.

- 29.1. Compliance with Immigration Laws. Contractor 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 will further ensure that each Subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 29.2. Books & Records. County has 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.
- 29.3. Remedies for Breach of Warranty. 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, is 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 will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement Subcontractor (subject to County approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

- 29.4. **Subcontractors.** Contractor will 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 ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

- 29.5. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Article are 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 will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

30. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

31. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

32. **Amendment.** Except for the amendment provision above in Article 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.

33. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

34. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

(The remainder of this page intentionally left blank)

Each Party is signing this Contract on the date below that Party's signature.

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR:

Signature

Name and Title (Please Print)

Name of Firm

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

Each Party is signing this Contract on the date below that Party's signature.

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR:



Signature

STEVE P CRAIG, owner/member
Name and Title (Please Print)

ARIZONA STYLE CONSTRUCTION, LLC
Name of Firm

5/11/23

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

Each Party is signing this Contract on the date below that Party's signature.

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR:

Clyde Ramirez
Signature

Clyde Ramirez - Vice-President
Name and Title (Please Print)

Woodstock Builders, Inc.
Name of Firm

5/10/2023
Date

This contract template has been approved as to form by the Pima County Attorney's Office.

IFB-PO-2300085 PC Mobile Home Weatherization - Exhibit A (6 Pages)

Enter bidding firm name below ↓

ARIZONA STYLE CONSTRUCTION

		Enter <i>per unit</i> prices in column D →			
Item description		Unit	D Per unit item cost	Estimated per-annum units	Extended Amount
1	Combustion Safety Report: One (1) report required for any home with (natural or propane) gas appliances. All testing is to be done in accordance with the most current AZ WAP Pressure Diagnostics Procedures. Sample Report and Diagnostic Procedures attached, Exhibit B - Attachment 1	EA	\$100.00	20	\$2,000
2	Pressure Diagnostic Testing: A minimum of three (3) tests are required: initial whole house/ducts sealed, post duct repair, and post air sealing. All testing is to be done in accordance with the most current AZ WAP Pressure Diagnostics Procedures.	EA	\$250.00	20	\$5,000
3	Pressure Diagnostic Report: A report with all the diagnostic test findings will be provided to Pima County upon completion of each testing phase and at the completion of the job. Exhibit B - Attachment 2	EA	\$100.00	20	\$2,000
4	Residential Diagnostic Form: Most current Arizona Department of Housing Residential Diagnostic Evaluation form shall be completed for each job. Exhibit B - Attachment 3	EA	\$100.00	20	\$2,000
5	ASHRAE: All DOE jobs shall have an ASHRAE fan installed and a completed ASHRAE 62.2.2016 Whole Building Ventilation Calculation form. Exhibit B - Attachment 4	EA	\$750.00	20	\$15,000
6	Seal Duct Joints at each wall/ceiling/floor supply or return register location; including flex duct register boot when applicable. This is to be done in accordance to WAP standards using approved duct mastic to ensure a positive seal. Includes removing and re-installation of existing registers. Price per register.	EA	\$100.00	20	\$2,000
7	Install In-Door Balancer/Transfer Grill: Install a Perfect Balance or approved equal balance grill per manufacturer's specifications to reduce interior room pressure. Exhibit B - Attachment 5.	EA	\$175.00	10	\$1,750
8	Install Wall Transfer Air Grilles: Install two (2) grills in room walls that connect to hallways or open spaces directly linked to the central return. This will be done over the door or in wall cavity with one grill high and one low. This will include cutting the wall, installing the necessary blocking, sleeves, sealing all accessible joints in cavity and installing grills (white) of appropriate size to cover the opening. The total unobstructed area for each transfer grille must be equal to the duct size area. Work to be done per standard Weatherization work practices. Price per each transfer assembly. Exhibit B - Attachment 6	EA	\$100.00	10	\$1,000
9	Insulation: Labor and material to insulate and seal belly using batt Insulation and polyethylene fabric per attached standards using minimum R-30. Minimum 500 sq. ft. per job; price per 500 sq. ft. unit.	EA	\$1,850.00	5	\$9,250
10	Mobile Home Door: R & R mobile home exterior door to include new Bennington entry knob and single cylinder deadbolt (keyed alike). Standard door sizes up to 36" x 80". May include gun-sight, vertical slider, diamond, or lite pane windows. Exhibit B - Attachment 7	EA	\$2,000.00	5	\$10,000
11	Aluminum Horizontal Single Pane Slider: Replace existing window with a new single hung, horizontal aluminum slider, (14" x 27", 30" x 40" or 30" x 27"), TAFCO or approved equal. Exhibit B - Attachment 8	EA	\$650.00	5	\$3,250
12	Door Jamb Weatherstrip: Install adjustable 3-piece aluminum/vinyl door jamb weatherstrip in aluminum/bronze, satin nickel or white finish per manufacturer's specifications. Macklanburg Duncan or approved equal. Exhibit B - Attachment 9	EA	\$150.00	20	\$3,000

ARIZONA STYLE CONSTRUCTION

13	Threshold/Door Sweep: Install a heavy extruded aluminum saddle threshold combination with drip cap and "U" shaped door sweep of appropriate height per manufacturer's installation specifications for up to a 36" door width. Exhibit B - Attachment 10	EA	\$100.00	10	\$1,000
14	ADA Toilet Assembly: Remove and replace (R & R) existing with new ADA Compliant, Elongated High efficient toilet set (HET; https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html), 16.5" high from floor to top of bowl, of appropriate rough-in from wall to centerline of outlet. To include new white seat, shut off supply valve, stainless flexible supply line, anchor bolts, caps, and wax ring. Contractor to provide receipt to resident for any applicable rebates. Exhibit B - Attachment 11	EA	\$750.00	5	\$3,750
15	Standard Toilet Assembly: R & R existing with new low flow toilet, round front toilet set (https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html), 15" high from floor to top of bowl, of appropriate rough-in from wall to centerline outlet. To include new white seat, shut off supply valve, stainless flexible supply line, anchor bolts, caps, wax ring. Contractor to provide receipt to resident for any applicable rebates. Exhibit B - Attachment 12	EA	\$600.00	5	\$3,000
16	Lavatory Faucet: R & R existing lavatory faucet with a new bathroom faucet to match existing Pfister Parisa 1 handle mid-arc 4 in. center set bathroom or approved equal. To include new angle stops and supply lines. Exhibit B - Attachment 13	EA	\$500.00	5	\$2,500
17	Kitchen Faucet: R & R existing kitchen faucet with a new kitchen sink faucet to match existing. Pfister one-handle pull-down deck mount kitchen faucet in brushed nickel or to match existing finish or approved equal. To include new angle stops and supply lines. Exhibit B - Attachment 14	EA	\$600.00	5	\$3,000
18	Lavatory Sink: Install new 20" x 17" white oval plastic lavatory sink. To include new angle stops and supply lines. Exhibit B - Attachment 15	EA	\$550.00	3	\$1,650
19	Lavatory Sink: Install new 20" x 17" white china lavatory sink. To include new angle stops and supply lines. Exhibit B - Attachment 15	EA	\$600.00	3	\$1,800
20	Lavatory Sink: Install new 20" x 17" white rectangular plastic lavatory sink. To include new angle stops and supply lines. Exhibit B - Attachment 15	EA	\$550.00	3	\$1,650
21	Mini-Split: Install new 24,000 BTU, 1.5 ton 21.3-SEER two-zone ductless mini-split heat pump system. Must be 100% compliant with Energy Star and DOE requirements.	EA	\$5,500.00	5	\$27,500
22	Mini-Split: Install new 36,000 BTU, 3 ton 22.5-SEER two-zone ductless mini-split heat pump system. Must be 100% compliant with Energy Star and DOE requirements.	EA	\$6,500.00	5	\$32,500
23	Residential Mobile Home Gas Water Heater: R & R existing 30 gallon water heater with new mobile home water heater with minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drop leg, water heater pan (min. 2" deep), ceiling ring and all other items necessary for a complete installation. Exhibit B - Attachment 16	EA	\$2,000.00	5	\$10,000
24	Residential Mobile Home Gas Water Heater: R & R existing 40 gallon water heater with mobile home water heater with minimum twelve (12) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drop leg, water heater pan (min. 2" deep), ceiling ring and all other items necessary for a complete installation. Exhibit B - Attachment 16	EA	\$2,400.00	3	\$7,200

ARIZONA STYLE CONSTRUCTION

25	Residential Mobile Home Electric Water Heater: R & R existing 30 gallon electric hot water heater with a new electric mobile home water heater with minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, a new full-ported shut off ball valve at water supply line, temperature/pressure relief valve, and copper flex connectors at inlet and outlet, water heater pan (min. 2" deep) and all other items necessary for a complete installation. Exhibit B - Attachment 17	EA	\$2,000.00	5	\$10,000
26	Residential Mobile Home Electric Water Heater: R & R existing 40 gallon electric hot water heater with a new electric mobile home water heater with minimum twelve (12) year limited tank/parts warranty. Installation to include necessary permits, a new full-ported shut off ball valve at water supply line, temperature/pressure relief valve, and copper flex connectors at inlet and outlet, water heater pan (min. 2" deep) and all other items necessary for a complete installation. Exhibit B - Attachment 17	EA	\$2,400.00	3	\$7,200
27	Mobile Home Gas Furnace: R & R existing mobile home forced air gas furnace with a new Coleman or Intertherm (or approved equal) 80% efficient unit, up to 77,000 BTU. To include all components for a standard furnace replacement including new thermostat, gas shut-off valve, gas flex and installation permit (if required). Exhibit B - Attachment 18	EA	\$3,600.00	5	\$18,000
28	Mobile Home Electric Furnace: R & R existing mobile home electric furnace with new Coleman or Intertherm (approved equal) 80% efficient gas forced air unit, up to 77,000 BTU. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex and installation permit (if required). Exhibit B - Attachment 19	EA	\$3,500.00	2	\$7,000
29	Vent Cap: Install new UL listed vent cap double-walled 5" inside, 8" outside oval vent pipe. To include new roof jack and storm and ceiling collar. Exhibit B - Attachment 20	EA	\$30.00	10	\$300
30	Furnace Filters: Flander EZ Flow II/PrecisionAire or approved equal. Provide one (1) case of filters (12) to homeowner. Filter size up to 20" x 25" x 1" or 500 sq. in. with a minimum 4 MERV rating. No metal, fiberglass, or washable air filters.	CASE	\$75.00	10	\$750
31	Digital Easy Read Thermostat: Orbit Clear Comfort non-programmable heat/cool thermostat or approved equal installed to manufacturers specifications. Owner shall be instructed on the operation of the new unit and any product literature to be left with owner. Exhibit B - Attachment 21	EA	\$200.00	10	\$2,000
32	Ceiling Registers: R & R existing ceiling register with new adjustable curved-blade-face 4-way aluminum register in standard residential sizes up to 144 sq. in. Seal all registers with mastic and fiberglass mesh or approved equal.	EA	\$100.00	5	\$500
33	Floor Registers: R & R existing registers with painted metal floor registers for mobile home use with built in damper (4" x 8", 4" x 10", 4" x 12").	EA	\$75.00	10	\$750
34	4500 CFM Evaporative Cooler: R & R existing cooler with new side or down discharge unit. To include 2-spd, 1/2 HP, 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch. If unit is a MasterCool, replace with MasterCool (5000 CFM).	EA	\$3,500.00	5	\$17,500
35	5500 CFM Evaporative Cooler: R & R existing cooler with new side or down discharge unit. To include 2-spd, 1/2 HP, 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch. If unit is a MasterCool, replace with MasterCool (5000 CFM).	EA	\$3,750.00	5	\$18,750
36	Cooler Roof Jack: Replace side/down discharge cooler roof jack for up to 6500 CFM unit, with side damper and damper access slide cover strip and sleeve. Universal type not acceptable. All joints to be sealed with mastic.	EA	\$325.00	10	\$3,250
37	Leg Kit: Install new painted metal leg kit or approved equal for an evaporative cooler with square or rounded corners, up to 6500CFM. Vibration insulator pads shall be included.	EA	\$100.00	10	\$1,000

ARIZONA STYLE CONSTRUCTION

38	Cooler Elbow: Install new cooler elbow side draft duct transition, from cooler to roof jack, with a slide damper and damper access slide cover strip. All of the duct will be painted white and all joints to be sealed with duct mastic and mesh per specifications. Exhibit B - Attachment 22	EA	\$325.00	5	\$1,625
39	Cooler Disconnect: Install fused, weatherproof fused disconnect box for evaporative cooler. Midwest U261F or approved equal at existing circuit, including proper size fuses, misc. wiring and support bracing stand and seal penetrations.	EA	\$350.00	10	\$3,500
40	Copper Line: Install 1/4" brass shut off valve and water supply line to cooler. Shut off valve to be located next to cooler unit. 25' roll.	ROLL	\$100.00	10	\$1,000
41	Ducts: Block mobile home ducts at both ends. To include sealing of duct boots, use mastic or approved equal at all seams.	EA	\$100.00	10	\$1,000
42	Ducts: Install new rigid mobile home crossover duct, mechanically fastened and sealed with mastic and mesh. Insulate duct and seal all seams.	LFT	\$50.00	100	\$5,000
43	Plenum: Install new transition plenum, from mechanical unit to supply duct including damper constructed of minimum 24-gauge galvanized metal.	EA	\$500.00	5	\$2,500
44	Install Gas Range: Install new GE 30" Free Standing Gas Range (WH only) or approved equal, with 4 sealed burners, porcelain-steel grates, 4.8 cu ft. traditional oven. To be installed according to manufacturers specifications including new gas valve, gas flex line, and disposal of old unit. Unit must be tested and is not to exceed a CO level of 99ppm. Install propane conversion kit if required. Exhibit B - Attachment 23	EA	\$1,400.00	5	\$7,000
45	Range Hood: Replace existing 30" range hood with a new 2-speed, 6.0-sones, 1750 RPM 190 CFM, 7" round range hood or approved equal (white only). Exhibit B - Attachment 24	EA	\$325.00	5	\$1,625
46	Range Exhaust Fan: Install new sidewall mounted exhaust fan for range. Exhibit B - Attachment 24	EA	\$300.00	2	\$600
47	Install Refrigerator: Install new ENERGY STAR 18.1 cu. ft. top-freezer with recessed handles or approved equal (White only). Unit must not be equipped with water dispenser or ice maker (White only). To be installed according to manufacturers specifications including proper disposal of old unit per Weatherization Program Specifications. See attached specifications for model comparisons. Doors should open to customers preference. Estimated yearly electric use: 383-404 KWh/year. Exhibit B - Attachment 25	EA	\$1,500.00	5	\$7,500
48	Carbon Monoxide Detector: Install Defender CO detector or approved equal per manufacturer specifications. Must have minimum 10-year lithium battery.	EA	\$75.00	20	\$1,500
49	Smoke Detector: Install smoke detector per manufacturer specifications. Must have minimum 10-year lithium battery.	EA	\$50.00	20	\$1,000
50	Bathtub: Install new American Bath (or approved equal) 54" x 27" white ABS standard gauge bathtub per manufacturers specifications. Exhibit B - Attachment 26	EA	\$1,200.00	5	\$6,000
51	Shower Pan: Install new American Bath (or approved equal) 32" x 32" white standard gauge ABS shower pan per manufacturers specifications. Exhibit B - Attachment 27	EA	\$600.00	2	\$1,200
52	Shower Pan: Install new Better Bath (or approved equal) 54" x 28" white standard gauge ABS shower pan per manufacturers specifications. Exhibit B - Attachment 27	EA	\$800.00	2	\$1,600
53	Tub Wall Surround: Install new American bath (or approved equal) 54" x 27" white ABS 3-piece tub surround per manufacturers specifications. Exhibit B - Attachment 28	EA	\$1,200.00	2	\$2,400
54	Shower Surround: Install new 32" x 32" white ABS 3-piece shower surround per manufacturers specifications. Exhibit B - Attachment 29	EA	\$900.00	2	\$1,800
55	Shower Surround: Install new 54" x 28" white ABS 3-piece shower surround per manufacturers specifications. Exhibit B - Attachment 29	EA	\$1,000.00	2	\$2,000
56	Tub Shower Faucet: Replace existing with new similar-type shower faucet. Exhibit B - Attachment 30	EA	\$600.00	5	\$3,000

ARIZONA STYLE CONSTRUCTION

57	Kitchen Sink: Replace existing sink with new Elkay Kingsford (or approved equal) 20-gauge, double bowl stainless steel sink, 33" x 19" x 6", with necessary drain lines, fastners, etc. Exhibit B - Attachment 31	EA	\$1,000.00	2	\$2,000
58	GFCI: Replace existing duplex receptacle with new 15 amp, 125 volt, GFCI receptacle with cover plate, in white/ivory/almond in all "wet" locations.	EA	\$50.00	5	\$250
59	Replace existing duplex receptacle or single pole light switch with new 15 amp, 125 volt, standard outlet or switch including a midsize cover plate in ivory or white.	EA	\$50.00	5	\$250
60	Replace missing or broken light switch, receptacle or blank cover plates with new Leviton midsize 1 or 2 gang.	EA	\$10.00	5	\$50
61	Electric Service Entrance: Replace existing electric service entrance with new up to 200A Eaton versatile mobile home 200A BR pedestal MHM200P (or approved equal), to include all necessary materials and parts for a complete set-up. To be installed per Pima County Building Codes. It will be the responsibility of the contractor to acquire the necessary permit(s) as required. Exhibit B - Attachment 32	EA	\$4,750.00	1	\$4,750
62	Lock Sets: Replace existing lockset with Bennington mobile home keyed single entry cylinder deadbolt combo, stainless steel. To be installed according to manufacturers specifications. Provide minimum of two (2) keys per lock. Exhibit B - Attachment 33	SET	\$185.00	5	\$925
63	Entry Lockset: Install new Bennington standard mobile home keyed entry door knob, stainless steel. To be installed according to manufacturers specifications. Provide minimum of two (2) keys per lock. Exhibit B - Attachment 34	EA	\$185.00	5	\$925
64	Waterproof Exterior Outlet: Install new TayMac (MM420) or approved equal 1-gang rectangle weatherproof non-metallic electrical box and cover. Must meet National Electric Code.	EA	\$150.00	2	\$300
65	Window: Replace broken or missing glass, single pane only, with new glass and glaze.	EA	\$250.00	5	\$1,250
66	Window: Replace window(s) with new. Allow for egress (minimum 5.7 sq. ft.) if located in a bedroom.	EA	\$700.00	2	\$1,400
67	Mileage: Allowed mileage chargeable for work in Ajo/Why or Arivaca. Mileage must be approved in advance and will be verified to work site from a 25 mile radius centered on 2797 E Ajo Way, Tucson 85713. Only one (1) vehicle will be reimbursed. Mileage rate is \$0.625 per mile.	MILE	\$0.625	250	\$156
68	Lodging: Single-night lodging per double occupancy room, per night, Jan-Mar. Invoices will be required to substantiate charges.	EA	\$145.00	2	\$290
69	Lodging: Single-night lodging per double occupancy room, per night, Apr-Dec. Invoices will be required to substantiate charges.	EA	\$104.00	2	\$208
70	Hourly Rate: Hourly labor rate for miscellaneous work all inclusive.	HOUR	\$70.00	100	\$7,000
SUB TOTAL					\$310,404
71	% Miscellaneous Mark-up: Miscellaneous material and labor mark-up. Enter percentage mark-up for Overhead and Profit (OH & P), to be added to your actual material and labor expenses, excluding taxes. For the extended amount, enter chosen percentage in column D. Percents may be whole or decimal numbers. Maximum mark-up is 5% combined OH & P. NOTE: The lowest percentage will be used to determine the lowest bid in the event that any two Grand Total Extended Amounts are the same.	\$ 20,000	5.0%	← Enter % mark-up	\$21,000
TOTAL					\$331,404

"Note: No additional charges will be allowed for the following:

1. Initial job site assessment for evaluation; measuring, and estimate is considered part of the bid overhead cost and normal expense incurred by the contractor.
2. Pre-construction conference at the job site with the contractor, homeowner, and HRS might be required prior to the start of some jobs and is considered part of the bid overhead cost and normal expense incurred by the contractor.

SIGNATURE: 

DATE: 4/25/23

PRINTED NAME & TITLE: STEVE P. CRAIG, OWNER / MEMBER

ARIZONA STYLE CONSTRUCTION

Contractor Mark-Up: NO CONTRACTOR OR SUBCONTRACTOR MARK-UPS ARE ALLOWED ON LINE ITEM PRICING. Contractor overhead and profit mark-up on work done by a sub-contractor not covered by any specified bid line item will be limited to a total of 5%. Subcontractor invoices for miscellaneous work will be required.

End of Exhibit A

IFB-PO-2300085 PC Mobile Home Weatherization - Exhibit A - Bid Schedule (5 Pages)

Enter bidding firm name below ↓

Woodstock Builders, Inc.

Enter per unit prices in column D →

		D			
		Per unit item cost		Estimated per-annum units Extended Amount	
	Item description	Unit			
1	Combustion Safety Report: One (1) report required for any home with (natural or propane) gas appliances. All testing is to be done in accordance with the most current AZ WAP Pressure Diagnostics Procedures. Sample Report and Diagnostic Procedures attached, Exhibit B - Attachment 1	EA	250.00	20	5000.00
2	Pressure Diagnostic Testing: A minimum of three (3) tests are required: initial whole house/ducts sealed, post duct repair, and post air sealing. All testing is to be done in accordance with the most current AZ WAP Pressure Diagnostics Procedures.	EA	250.00	20	5,000.00
3	Pressure Diagnostic Report: A report with all the diagnostic test findings will be provided to Pima County upon completion of each testing phase and at the completion of the job. Exhibit B - Attachment 2	EA	250.00	20	5000.00
4	Residential Diagnostic Form: Most current Arizona Department of Housing Residential Diagnostic Evaluation form shall be completed for each job. Exhibit B - Attachment 3	EA	700.00	20	14,000.00
5	ASHRAE: All DOE jobs shall have an ASHRAE fan installed and a completed ASHRAE 62.2.2016 Whole Building Ventilation Calculation form. Exhibit B - Attachment 4	EA	35.00	20	700.00
6	Seal Duct Joints at each wall/ceiling/floor supply or return register location; including flex duct register boot when applicable. This is to be done in accordance to WAP standards using approved duct mastic to ensure a positive seal. Includes removing and re-installation of existing registers. Price per register.	EA	750.00	20	15,000.00
7	Install In-Door Balancer/Transfer Grill: Install a Perfect Balance or approved equal balance grill per manufacturer's specifications to reduce interior room pressure. Exhibit B - Attachment 5.	EA	150.00	10	1,500.00
8	Install Wall Transfer Air Grilles: Install two (2) grills in room walls that connect to hallways or open spaces directly linked to the central return. This will be done over the door or in wall cavity with one grill high and one low. This will include cutting the wall, installing the necessary blocking, sleeves, sealing all accessible joints in cavity and installing grills (white) of appropriate size to cover the opening. The total unobstructed area for each transfer grille must be equal to the duct size area. Work to be done per standard Weatherization work practices. Price per each transfer assembly. Exhibit B - Attachment 6	EA	150.00	10	1,500.00
9	Insulation: Labor and material to insulate and seal belly using batt insulation and polyethylene fabric per attached standards using minimum R-30. Minimum 500 sq. ft. per job; price per 500 sq. ft. unit.	EA	2,100.00	5	10,500.00
10	Mobile Home Door: R & R mobile home exterior door to include new Bennington entry knob and single cylinder deadbolt (keyed alike). Standard door sizes up to 36" x 80". May include gun-sight, vertical slider, diamond, or lite pane windows. Exhibit B - Attachment 7	EA	1,100.00	5	5,500.00
11	Aluminum Horizontal Single Pane Slider: Replace existing window with an new single hung, horizontal aluminum slider, (14" x 27", 30" x 40" or 30" x 27"), TAFCO or approved equal. Exhibit B - Attachment 8	EA	600.00	5	3,000.00
12	Door Jamb Weatherstrip: Install adjustable 3-piece aluminum/vinyl door jamb weatherstrip in aluminum/bronze, satin nickel or white finish per manufacturer's specifications. Macklanburg Duncan or approved equal. Exhibit B - Attachment 9	EA	100.00	20	2,000.00

Woodstock Builders, Inc.

13	Threshold/Door Sweep: Install a heavy extruded aluminum saddle threshold combination with drip cap and "U" shaped door sweep of appropriate height per manufacturer's installation specifications for up to a 36" door width. Exhibit B - Attachment 10	EA	100.00	10	1,000.00
14	ADA Toilet Assembly: Remove and replace (R & R) existing with new ADA Compliant, Elongated High efficient toilet set (HET; https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html), 16.5" high from floor to top of bowl, of appropriate rough-in from wall to centerline of outlet. To include new white seat, shut off supply valve, stainless flexible supply line, anchor bolts, caps, and wax ring. Contractor to provide receipt to resident for any applicable rebates. Exhibit B - Attachment 11	EA	550.00	5	2,750.00
15	Standard Toilet Assembly: R & R existing with new low flow toilet, round front toilet set (https://lookforwatersense.epa.gov/products/Product-Search-Results-Toilets.html), 15" high from floor to top of bowl, of appropriate rough-in from wall to centerline outlet. To include new white seat, shut off supply valve, stainless flexible supply line, anchor bolts, caps, wax ring. Contractor to provide receipt to resident for any applicable rebates. Exhibit B - Attachment 12	EA	500.00	5	2,500.00
16	Lavatory Faucet: R & R existing lavatory faucet with a new bathroom faucet to match existing Pfister Parisa 1 handle mid-arc 4 in. center set bathroom or approved equal. To include new angle stops and supply lines. Exhibit B - Attachment 13	EA	300.00	5	1,500.00
17	Kitchen Faucet: R & R existing kitchen faucet with a new kitchen sink faucet to match existing. Pfister one-handle pull-down deck mount kitchen faucet in brushed nickel or to match existing finish or approved equal. To include new angle stops and supply lines. Exhibit B - Attachment 14	EA	500.00	5	2,500.00
18	Lavatory Sink: Install new 20" x 17" white oval plastic lavatory sink. To include new angle stops and supply lines. Exhibit B - Attachment 15	EA	210.00	3	630.00
19	Lavatory Sink: Install new 20" x 17" white china lavatory sink. To include new angle stops and supply lines. Exhibit B - Attachment 15	EA	250.00	3	750.00
20	Lavatory Sink: Install new 20" x 17" white rectangular plastic lavatory sink. To include new angle stops and supply lines. Exhibit B - Attachment 15	EA	200.00	3	600.00
21	Mini-Split: Install new 24,000 BTU, 1.5 ton 21.3-SEER two-zone ductless mini-split heat pump system. Must be 100% compliant with Energy Star and DOE requirements.	EA	6,470.00	5	32,350.00
22	Mini-Split: Install new 36,000 BTU, 3 ton 22.5-SEER two-zone ductless mini-split heat pump system. Must be 100% compliant with Energy Star and DOE requirements.	EA	11,070.48	5	55,352.00
23	Residential Mobile Home Gas Water Heater: R & R existing 30 gallon water heater with new mobile home water heater with minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drop leg, water heater pan (min. 2" deep), ceiling ring and all other items necessary for a complete installation. Exhibit B - Attachment 16	EA	2,100.00	5	10,500.00
24	Residential Mobile Home Gas Water Heater: R & R existing 40 gallon water heater with mobile home water heater with minimum twelve (12) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drop leg, water heater pan (min. 2" deep), ceiling ring and all other items necessary for a complete installation. Exhibit B - Attachment 16	EA	2,100.00	3	6,300.00

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25	Residential Mobile Home Electric Water Heater: R & R existing 30 gallon electric hot water heater with a new electric mobile home water heater with minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, a new full-ported shut off ball valve at water supply line, temperature/pressure relief valve, and copper flex connectors at inlet and outlet, water heater pan (min. 2" deep) and all other items necessary for a complete installation. Exhibit B - Attachment 17	EA	1,750.00	5	8,750.00
26	Residential Mobile Home Electric Water Heater: R & R existing 40 gallon electric hot water heater with a new electric mobile home water heater with minimum twelve (12) year limited tank/parts warranty. Installation to include necessary permits, a new full-ported shut off ball valve at water supply line, temperature/pressure relief valve, and copper flex connectors at inlet and outlet, water heater pan (min. 2" deep) and all other items necessary for a complete installation. Exhibit B - Attachment 17	EA	1,800.00	3	5,400.00
27	Mobile Home Gas Furnace: R & R existing mobile home forced air gas furnace with a new Coleman or Intertherm (or approved equal) 80% efficient unit, up to 77,000 BTU. To include all components for a standard furnace replacement including new thermostat, gas shut-off valve, gas flex and installation permit (if required). Exhibit B - Attachment 18	EA	3,650.00	5	18,250.00
28	Mobile Home Electric Furnace: R & R existing mobile home electric furnace with new Coleman or Intertherm (approved equal) 80% efficient gas forced air unit, up to 77,000 BTU. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex and installation permit (if required). Exhibit B - Attachment 19	EA	3,250.00	2	6,500.00
29	Vent Cap: Install new UL listed vent cap double-walled 5" inside, 8" outside oval vent pipe. To include new roof jack and storm and ceiling collar. Exhibit B - Attachment 20	EA	1,200.00	10	12,000.00
30	Furnace Filters: Flander EZ Flow II/PrecisionAire or approved equal. Provide one (1) case of filters (12) to homeowner. Filter size up to 20" x 25" x 1" or 500 sq. in. with a minimum 4 MERV rating. No metal, fiberglass, or washable air filters.	CASE	60.00	10	600.00
31	Digital Easy Read Thermostat: Orbit Clear Comfort non-programmable heat/cool thermostat or approved equal installed to manufacturers specifications. Owner shall be instructed on the operation of the new unit and any product literature to be left with owner. Exhibit B - Attachment 21	EA	250.00	10	2,500.00
32	Ceiling Registers: R & R existing ceiling register with new adjustable curved-blade-face 4-way aluminum register in standard residential sizes up to 144 sq. in. Seal all registers with mastic and fiberglass mesh or approved equal.	EA	100.00	5	500.00
33	Floor Registers: R & R existing registers with painted metal floor registers for mobile home use with built in damper (4" x 8", 4" x 10", 4" x 12").	EA	35.00	10	350.00
34	4500 CFM Evaporative Cooler: R & R existing cooler with new side or down discharge unit. To include 2-spd, 1/2 HP, 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch. If unit is a MasterCool, replace with MasterCool (5000 CFM).	EA	2,400.00	5	12,000.00
35	5500 CFM Evaporative Cooler: R & R existing cooler with new side or down discharge unit. To include 2-spd, 1/2 HP, 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch. If unit is a MasterCool, replace with MasterCool (5000 CFM).	EA	2,600.00	5	13,000.00
36	Cooler Roof Jack: Replace side/down discharge cooler roof jack for up to 6500 CFM unit, with side damper and damper access slide cover strip and sleeve. Universal type not acceptable. All joints to be sealed with mastic.	EA	300.00	10	3,000.00
37	Leg Kit: Install new painted metal leg kit or approved equal for an evaporative cooler with square or rounded corners, up to 6500CFM. Vibration insulator pads shall be included.	EA	50.00	10	500.00

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38	Cooler Elbow: Install new cooler elbow side draft duct transition, from cooler to roof jack, with a slide damper and damper access slide cover strip. All of the duct will be painted white and all joints to be sealed with duct mastic and mesh per specifications. Exhibit B - Attachment 22	EA	300.00	5	1,500.00
39	Cooler Disconnect: Install fused, weatherproof fused disconnect box for evaporative cooler. Midwest U261F or approved equal at existing circuit, including proper size fuses, misc. wiring and support bracing stand and seal penetrations.	EA	800.00	10	8,000.00
40	Copper Line: Install 1/4" brass shut off valve and water supply line to cooler. Shut off valve to be located next to cooler unit. 25' roll.	ROLL	60.00	10	600.00
41	Ducts: Block mobile home ducts at both ends. To include sealing of duct boots, use mastic or approved equal at all seams.	EA	100.00	10	1,000.00
42	Ducts: Install new rigid mobile home crossover duct, mechanically fastened and sealed with mastic and mesh. Insulate duct and seal all seams.	LFT	65.00	100	6,500.00
43	Plenum: Install new transition plenum, from mechanical unit to supply duct including damper constructed of minimum 24-gauge galvanized metal.	EA	250.00	5	1,250.00
44	Install Gas Range: Install new GE 30" Free Standing Gas Range (WH only) or approved equal, with 4 sealed burners, porcelain-steel grates, 4.8 cu ft. traditional oven. To be installed according to manufacturers specifications including new gas valve, gas flex line, and disposal of old unit. Unit must be tested and is not to exceed a CO level of 99ppm. Install propane conversion kit if required. Exhibit B - Attachment 23	EA	1,200.00	5	6,000.00
45	Range Hood: Replace existing 30" range hood with a new 2-speed, 6.0-sones, 1750 RPM 190 CFM, 7" round range hood or approved equal (white only). Exhibit B - Attachment 24	EA	250.00	5	1,250.00
46	Range Exhaust Fan: Install new sidewall mounted exhaust fan for range. Exhibit B - Attachment 24	EA	250.00	2	500.00
47	Install Refrigerator: Install new ENERGY STAR 18.1 cu. ft. top-freezer with recessed handles or approved equal (White only). Unit must not be equipped with water dispenser or ice maker (White only). To be installed according to manufacturers specifications including proper disposal of old unit per Weatherization Program Specifications. See attached specifications for model comparisons. Doors should open to customers preference. Estimated yearly electric use: 383-404 KWh/year. Exhibit B - Attachment 25	EA	1,400.00	5	7,000.00
48	Carbon Monoxide Detector: Install Defender CO detector or approved equal per manufacturer specifications. Must have minimum 10-year lithium battery.	EA	35.00	20	700.00
49	Smoke Detector: Install smoke detector per manufacturer specifications. Must have minimum 10-year lithium battery.	EA	35.00	20	700.00
50	Bathtub: Install new American Bath (or approved equal) 54" x 27" white ABS standard gauge bathtub per manufacturers specifications. Exhibit B - Attachment 26	EA	900.00	5	4,500.00
51	Shower Pan: Install new American Bath (or approved equal) 32" x 32" white standard gauge ABS shower pan per manufacturers specifications. Exhibit B - Attachment 27	EA	650.00	2	1,300.00
52	Shower Pan: Install new Better Bath (or approved equal) 54" x 28" white standard gauge ABS shower pan per manufacturers specifications. Exhibit B - Attachment 27	EA	750.00	2	1,500.00
53	Tub Wall Surround: Install new American bath (or approved equal) 54" x 27" white ABS 3-piece tub surround per manufacturers specifications. Exhibit B - Attachment 28	EA	1,500.00	2	3,000.00
54	Shower Surround: Install new 32" x 32" white ABS 3-piece shower surround per manufacturers specifications. Exhibit B - Attachment 29	EA	900.00	2	1,800.00
55	Shower Surround: Install new 54" x 28" white ABS 3-piece shower surround per manufacturers specifications. Exhibit B - Attachment 29	EA	1,500.00	2	3,000.00
56	Tub Shower Faucet: Replace existing with new similar-type shower faucet. Exhibit B - Attachment 30	EA	420.00	5	2,100.00
57	Kitchen Sink: Replace existing sink with new Elkay Kingsford (or approved equal) 20-gauge, double bowl stainless steel sink, 33" x 19" x 6", with necessary drain lines, fasteners, etc. Exhibit B - Attachment 31	EA	400.00	2	800.00

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58	GFCI: Replace existing duplex receptacle with new 15 amp, 125 volt, GFCI receptacle with cover plate, in white/ivory/almond in all "wet" locations.	EA	100.00	5	500.00
59	Replace existing duplex receptacle or single pole light switch with new 15 amp, 125 volt, standard outlet or switch including a midsize cover plate in ivory or white.	EA	85.00	5	425.00
60	Replace missing or broken light switch, receptacle or blank cover plates with new Leviton midsize 1 or 2 gang.	EA	5.00	5	25.00
61	Electric Service Entrance: Replace existing electric service entrance with new up to 200A Eaton versatile mobile home 200A BR pedestal MHM200P (or approved equal), to include all necessary materials and parts for a complete set-up. To be installed per Pima County Building Codes. It will be the responsibility of the contractor to acquire the necessary permit(s) as required. Exhibit B - Attachment 32	EA	4,500.00	1	4,500.00
62	Lock Sets: Replace existing lockset with Bennington mobile home keyed single entry cylinder deadbolt combo, stainless steel. To be installed according to manufacturers specifications. Provide minimum of two (2) keys per lock. Exhibit B - Attachment 33	SET	60.00	5	300.00
63	Entry Lockset: Install new Bennington standard mobile home keyed entry door knob, stainless steel. To be installed according to manufacturers specifications. Provide minimum of two (2) keys per lock. Exhibit B - Attachment 34	EA	90.00	5	450.00
64	Waterproof Exterior Outlet: Install new TayMac (MM420) or approved equal 1-gang rectangle weatherproof non-metallic electrical box and cover. Must meet National Electric Code.	EA	100.00	2	200.00
65	Window: Replace broken or missing glass, single pane only, with new glass and glaze.	EA	25.00	5	125.00
66	Window: Replace window(s) with new. Allow for egress (minimum 5.7 sq. ft.) if located in a bedroom.	EA	35.00	2	70.00
67	Mileage: Allowed mileage chargeable for work in Ajo/Why or Arivaca. Mileage must be approved in advance and will be verified to work site from a 25 mile radius centered on 2797 E Ajo Way, Tucson 85713. Only one (1) vehicle will be reimbursed. Mileage rate is \$0.625 per mile.	MILE	\$0.625	250	156.00
68	Lodging: Single-night lodging per double occupancy room, per night, Jan-Mar. Invoices will be required to substantiate charges.	EA	\$145.00	2	290.00
69	Lodging: Single-night lodging per double occupancy room, per night, Apr-Dec. Invoices will be required to substantiate charges.	EA	\$104.00	2	208.00
70	Hourly Rate: Hourly labor rate for miscellaneous work all inclusive.	HOURLY	75.00	100	7,500.00
					SUB TOTAL
71	% Miscellaneous Mark-up: Miscellaneous material and labor mark-up. Enter percentage mark-up for Overhead and Profit (OH & P), to be added to your actual material and labor expenses, excluding taxes. For the extended amount, enter chosen percentage in column D. Percents may be whole or decimal numbers. Maximum mark-up is 5% combined OH & P. NOTE: The lowest percentage will be used to determine the lowest bid in the event that any two Grand Total Extended Amounts are the same.	\$ 20,000	3.0%	← Enter % mark-up	20,600.00
					TOTAL 357,132.00

SIGNATURE: *Clyde Ramirez*

DATE: 4-25-22

PRINTED NAME & TITLE: Clyde Ramirez Vice President

Note: No additional charges will be allowed for the following:

1. Initial job site assessment for evaluation; measuring, and estimate is considered part of the bid overhead cost and normal expense incurred by the contractor.
2. Pre-construction conference at the job site with the contractor, homeowner, and HRS might be required prior to the start of some jobs and is considered part of the bid overhead cost and normal expense incurred by the contractor.

Contractor Mark-Up: NO CONTRACTOR OR SUBCONTRACTOR MARK-UPS ARE ALLOWED ON LINE ITEM PRICING. Contractor overhead and profit mark-up on work done by a sub-contractor not covered by any specified bid line item will be limited to a total of 5%. Subcontractor invoices for miscellaneous work will be required.

EXHIBIT B – SCOPE OF SERVICES (48 Pages)

(1) SCOPE AND PURPOSE:

Contractor to furnish labor and materials for the replacement of existing components and related items to owner-occupied homes in unincorporated Pima County per attached Scope of Services and Standard Specifications.

The Pima County Department of Community & Workforce (CWD) is responsible for the administration of the Weatherization Program. A Pima County Housing Rehabilitation Specialist (HRS) will manage the work under the terms and conditions of the contract.

Work will be performed on an “as needed” basis with no guarantee of the number of actual jobs awarded during a contract period. CWD will provide a work order for each project to each Contractor defining the location, requested work, and desired completion date. The Scope of Service will include HVAC, venting, electrical, and all other related work to complete installation of a mobile home weatherization project. Upon request, Contractors will have up to three (3) business days to submit a written quote for each project. Estimates must include all materials, services, and incidental costs required to complete the requested work. Unit prices for items included on the estimate must not exceed the contract’s unit prices. Work must not commence until the County issues a written Delivery Order (DO) upon acceptance of the Contractor’s estimate.

(2) WORK CONDITIONS:

ACCIDENTS - The Contractor shall provide safety oversight at each job and will assume all responsibility for any accidents that might occur. Contractor should have available on-site a field first aid kit and basic knowledge to use it.

The Contractor must promptly report in writing to the County all accidents whatsoever arising out of, or in connections with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim.

CHANGES IN SCOPE OF WORK - Changes of any kind will not be valid or allowed until an approved amended DO has been executed. The HRS will be the contact person to whom Contractor will direct all inquiries.

CLAIMS AND DISPUTES - All claims, demands, disputes, controversies, and differences that may arise between the parties hereto as result of or in connection with this Contract shall be referred to the County in writing with a request for a formal decision in accordance with this paragraph, which the County shall render in writing within a reasonable time. All claims, disputes, controversies, and differences will be addressed according to County policies and procedures.

DAMAGES - Contractor must exercise proper care and precaution at all times for the protection of the property, materials, and equipment during the construction period, and will be responsible for repairing or replacing any property damaged during or as the result of work activities. To avoid potential disputes Contractor should document any defects on existing home components, equipment, etc., prior to the start of work.

It will be the Contractor’s responsibility to take care of HVAC equipment or evaporative coolers during the installation process so as not to damage it when delivering to the installation site.

Equipment damaged (bent, seriously scratched, etc.) during installation will be replaced by the Contractor with an undamaged unit. In certain cases, Contractor may have the option to reduce the installation cost to compensate for the damaged equipment. The HRS will determine what option will be available to the Contractor.

DEDUCTIONS FOR UNCORRECTED WORK - If the County deems it not expedient to address incorrect, unfinished, or deficient work or work not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. County may set, by written notice, a removal schedule. Any deviation from removal obligations will be addressed according to County policies and procedures.

INSPECTION OF WORK AND COMPLIANCE WITH CODES - The HRS assigned to a project will periodically inspect work in progress to ensure compliance with the provisions of the contract, workmanship standards, work specifications, and all applicable County or other codes. The Contractor will not cover or conceal any work until the assigned HSR has inspected it.

INSTALLATION - The term "Install" refers to the removal of the existing item and installation of the new item. It is understood that the existing item will have to be removed in order to install the new item. The exclusion of the words "remove, removal, replacement" in the description of any bid item does not absolve the Contractor from including these costs in the estimate.

During the progress of the work, Contractor is to keep premises free from any unnecessary accumulation of tools, equipment, surplus materials, and debris. Area must be cleaned-up daily. Upon completion, premises should be left neat and clean without any debris visible on the property.

Roof mounted equipment such as evaporative coolers, furnaces, and HVAC units will be operable at the end of each workday as determined by the season of the year. The homeowner will not be left without operational HVAC equipment beyond the time actually required for installation; this period will not exceed one day.

The equipment will be installed or re-installed in a professional manner. Evaporative coolers and HVAC units will be level, legs adjusted, and unit sealed and anchored to the roof. Cooler roof jack to cooler joints are to be sealed with aluminum tape or duct mastic. HVAC ductwork is to be sealed using duct mastic and membrane to ensure a leak proof seal. It will be the responsibility of Contractor to ensure that the home is watertight at the end of each workday.

JOBSITE CONDITION AND CLEAN-UP - Contractor should survey the job site prior to the start of the work. Any existing damages to the property such as cracked, broken, or stained concrete sidewalks or driveways, bent fence posts etc., should be documented by taking photos and notifying the HRS. Contractor must properly guard and protect all finished or partially finished work, and is responsible for the same until the work is completed and accepted. Contractor will protect, during the course of all work activities, the homeowner's property from any damages. It will be the responsibility of Contractor to protect all concrete slabs, sidewalks, permanent plants, fences, or other substantial items found on the property.

The Contractor must keep the work property clean and orderly during work activities. Contractor is responsible for immediate removal of all work debris and any removed components. Neither the job site nor any public right-of-way will be used for storage. All surfaces, floors, glass, cabinets, etc., must be protected during work and must be left free of paint, stains, scratches, mastic etc. caused by any work

activities. The work area must be cleaned on a daily basis. No work items will be left where they create a hazard or impediment to free movement and use of the property.

Contractor must take whatever steps, procedures, equipment, or whatever means to prevent dust conditions due to his operations in connection with this contract and in accordance with the requirements of all applicable air pollution control regulations (this is not a pay item).

MEASUREMENTS - All measurements and sizes called for in any Work Write-Up, plan sketch, or specifications are approximate and must be verified by Contractor prior to submitting an estimate. The estimate submitted by Contractor must incorporate full coverage of lengths, sizes, and quantity for the existing items and implied sizes/measurements must include any waste, overlays, and trim items required to complete work.

OCCUPANCY - Homeowners will remain in the home during the period of construction unless the homeowners, Contractor, and CWD agree on some specified and agreed-upon alternative. The Contractor must coordinate all work activities as to minimize inconvenience to homeowners(s), and perform all work in a thorough and professional manner.

PERMITS - Any necessary permit, license, or fee is the responsibility of the contractor and must be obtained and paid for by the contractor prior to commencement of any work. If the work has started without the procurement of necessary permits and discovered by the HRS, they will have the authority to cause all work to cease until proper permits have been obtained.

QUALITY AND WORKMANSHIP - Any work that does not meet or exceed contract specifications, Work Write-Ups, drawings, and applicable building codes or generally accepted building standards of workmanship and manufacturer's specifications will not be accepted as completed work and will be replaced at Contractor's expense.

RESPONSIBILITY - By submitting an estimate for each job, the Contractor affirms that he/she has visited the work site and is familiar with the requested work activities, processes, sizes/quantities, materials, site conditions, etc. The Contractor is responsible for any measurements, photographs, or any other task required for the work estimate. The Contractor will not ask the homeowners for assistance. Contractor will be responsible for removing all replaced items, debris, etc. from the property and will leave the property in the same or better condition than before work began.

It will be the prerogative of the HRS to retain replaced equipment with some useful life expectancy and to recycle it into another community program. Contractor will remove reusable equipment in such a manner as to not cause damage that would prevent it from being operational and will leave it at a predetermined location for pick-up by CWD or assigned agent.

Neither the final approval nor payment on account in full will relieve Contractor of responsibility for faulty materials or workmanship. Contractor must remedy any defects and pay or repair any resulting damage that appears within a period of two (2) years from the date of work completion. Contractor will provide homeowners with the manufacturer's installation and operating manuals and review the basic operation and maintenance procedures with the homeowners for any new equipment installed.

SUBCONTRACTORS - Any Subcontractors engaged on-site must be registered, licensed, bonded, and insured. The Contractor retains overall site and job responsibilities, obligations, and liability and is responsible for the performance and conduct of any Subcontractors. If a Subcontractor is not listed on the List of Subcontractors submitted at bid solicitation, the HRS should be notified so they can be verified and added.

County reserves the right to evaluate any Subcontractors and to deny their services should they prove to be deficient in any licensing, contracting, or debarment issue, noted prior poor performance, or for other sufficient reason.

SUBSTITUTIONS - It is not the intent of the CWD to exclude any products or material of equal or greater quality to those specified in the Bid Schedule (Attachment A). Brand names, if specified, are to establish a quality. Contractor may substitute materials or equipment of equal or better quality than specified provided CWD has given prior approval. The quality of the removed equipment is not the standard for "equal" or "better."

(3) TRAINING AND CERTIFICATIONS:

Selected Contractor must be BPI certified as noted under CONTRACTOR MINIMUM QUALIFICATIONS, page 8. In addition, the following are required courses or certifications and must be completed and verification submitted within (60) days of contract award OR as advised by County:

- OSHA 10 Hour Course – for all workers on a contracted job.
- OSHA 30 Hour Course – for at least one (1) person supervising a contracted job.
- Firm Certification – Required from Contractor after award of contract. Re-certification required every (5) years.*
 - Federal law requires renovation firms (including sole proprietorships) to be certified and requires individuals to be trained in the use of lead-safe work practices. To become certified, renovation Contractors must submit an application (and fee) to EPA. Individuals wishing to become certified renovators must take training from an EPA-accredited training provider. Contact CWD for more information. See EPA REQUIREMENTS below.

Failure to complete courses and provide verification will result in the inactivation of the contract until the matter is resolved. All cost associated with these requirements will be the Contractor's responsibility.

(4) GENERAL PROVISIONS:

ACCEPTANCE - Acceptance of the work and completion sign-off must be approved by CWD Division Manager or their authorized representative.

AWARDING AND COMPETING – Awarding based on line items to lowest bidder. It is the County's intent to alternate Contractors, in order of Grand Total Extended Amount, beginning with the Contractor submitting the lowest responsive bid. County reserves the right to select a particular Contractor outside of this rotation for reasons including, but not limited to, expertise, schedule, or cost.

COMPLETION TIME - Project commencement and completion must be accomplished within fifteen (15) calendar days of written Notice to Proceed. The Notice to Proceed will be delivered by the HRS.

EQUIPMENT - Contractor must provide and maintain during the entire period of this contract, equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.

GUARANTEES - Contractor must guarantee that all items provided, workmanship, and work performed pursuant to this agreement comply with the specifications listed herein and conform to the generally accepted procedures, practices, and methods that are appropriate for the professional services provided.

Any defective workmanship or material discovered prior to acceptance of each project or within the minimum of two (2) years from completion of each project must be corrected at no expense to County and to the satisfaction of CWD (ordinary wear and tear and unusual abuse or neglect by the homeowner exempted). CWD reserves the right to prosecute completion aggressively and in a period satisfactory to the County including use of overtime at no additional costs to County.

Should any defects develop within the two (2) year warranty period, the homeowner will be instructed to call the HRS to report any problems. The HRS will verify the problem and contact Contractor responsible for the job. In the event Contractor does not respond to the HRS request, Contractor must, within seven (7) calendar days of receipt of written notice from CWD, begin making the necessary repairs to the satisfaction of CWD. Such work must include the repair or replacement of other work or materials damaged or affected while making the above repairs or corrective work, all at no additional costs to CWD or the homeowner. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the County may do so and charge or offset costs to current or future invoices of Contractor.

The warranties and guarantees provided in this section of the Bid/Contract document must be in addition to and not in limitation of any warranties, guarantees, or remedies required by the law.

ORDERING AND SCHEDULING - All work will be scheduled through the HRS. The HRS MUST be notified at least one day prior to start of work. If there are delays the Contractor should inform the HRS as soon as possible. Contractor will not be paid for any work undertaken which has not been directed by or approved by CWD prior to its commencement.

PAYMENT - It will be the Contractor's responsibility to contact the HRS when work is completed so a final inspection can be conducted. If the final inspection reveals items to correct, these must be completed before Contractor submits an invoice for payment. Invoices must not be dated prior to completion and County acceptance. Contractor will be required to perform and invoice the project as per the written and accepted estimate. The sum of all invoices must NOT exceed the total on accepted written estimate. When CWD authorizes Contractor to purchase material not covered under the scope of this contract, CWD agrees to pay Contractor's actual cost of material plus mark-up as defined in Attachment A. CWD reserves the right to request invoices for materials used. It is Contractor's responsibility, once the HRS accepts the work, to submit job invoices for payment. All invoices must include a post-final inspection date (not the completion date), job address, and DO number. Exceptions to this requirement are possible due to work schedules and the unavailability of an HRS to conduct a final inspection in a timely manner. CWD reserves the right to request invoice copies to verify the cost of materials and labor used on miscellaneous work items. Contractor shall invoice the Program within ten (10) days from the date of Home Repair Program satisfactory sign-off for a completed job.

SUPERVISON BY CONTRACTOR - Contractor must supervise and direct all work and equipment scheduled, extra, or emergency. Contractor must be solely responsible for the means, methods, techniques, sequences, and procedures for construction. Contractor must employ and maintain at the work site a qualified supervisor who must have been designated by Contractor as Contractor's representative at the site. The supervisor must have full authority to act on behalf of Contractor and all communications given to Contractor. The supervisor must be present on the site as required to perform adequate supervision and coordination of the work.

(5) SPECIFIC CONDITIONS:

All provisions under JOBSITE CONDITION AND CLEAN-UP apply to all work. Any question with regard to product installation will be mediated by referring to the product manufacturer's installation specifications.

Remainder of page intentionally left blank.

EXHIBIT B—ATTACHMENT 1

Combustion Safety

Indoor Ambient Air: *(Maximum allowable levels 9 PPM)*

Undiluted Flue: *(Tested at 5 minutes of main burner operation.)*

	Initial Reading:	Final Reading:		Reported:	Final Reading:
Furnace or Space Heater Room:	<input type="text"/> PPM	<input type="text"/> PPM	Furnace or Space Heater Flue:	<input type="text"/> PPM	<input type="text"/> PPM
			<i>(Max allowable 400 ppm air free)</i>		
Water Heater Room:	<input type="text"/> PPM	<input type="text"/> PPM	Water Heater Flue:	<input type="text"/> PPM	<input type="text"/> PPM
			<i>(Max allowable 200 ppm air free)</i>		
In Kitchen (after 5 minutes):	<input type="text"/> PPM	<input type="text"/> PPM	Oven Vent:	<input type="text"/> PPM	<input type="text"/> PPM
			<i>(Max allowable 225 ppm as measured)</i>		
Near Supply Air Registers:	<input type="text"/> PPM	<input type="text"/> PPM			
Other: <input type="text"/>	<input type="text"/> PPM	<input type="text"/> PPM	Other: <input type="text"/>	<input type="text"/> PPM	<input type="text"/> PPM

Gas Concerns:

None Found Problems Found:

Observe burner flame pattern and color. Note presence of large yellow or soft lazy flame or other abnormalities:

None Found Problems Found:

When air handler blower comes on, is there a change in the flame pattern or color?

None Found Problems Found:

Notes:

EXHIBIT B—ATTACHMENT 2

Diagnostics Report

Furnace Water Heater Dryer Fireplace Other

Combustion Appliances: Furnace Water Heater Dryer Fireplace Other

ROOM PRESSURE

Test Type	Room Tested	Initial Room Pressure	Post Air Sealing Pressure	Post Pressure Balancing	Appliances in CAZ	Delete Test
Blow Procedure						<input type="checkbox"/>
Domestic Oven Leakage						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
Room Pressure						<input type="checkbox"/>
CAZ Test						<input type="checkbox"/>
CAZ Test						<input type="checkbox"/>

ZONAL PRESSURES

	Before Repair	After Repair	Duct Location
Attic WRT house			
Floor WRT house			
Crawlspace WRT house			
Shaft WRT house			

WHOLE HOUSE CFM50

Pressure Diagnostic Stage Test	Flow Ring Used	House Pressures (Pa)**	Fan Pressure (Pa)	Flow (CFM50)	Expected Flow	CFM50 Reduction
Initial whole house CFM50		50			N/A	
Post duct repair CFM50		50			N/A	
Duct Leakage reduction **						0
Post Building shell air sealing CFM50		50			N/A	

EXHIBIT B—ATTACHMENT 3



Arizona Department of Housing - Weatherization Assistance Program

PRINT FORM

RESIDENTIAL DIAGNOSTIC EVALUATION

Client Name: Phone#: Database#: Agency Internal #:

Client Address:

City: State: Zip Code: Does Client OWN the Property that will receive weatherization?
 Yes No

Prepared for Subgrantee: (click arrow to select subgrantee)

Initial Auditor: Final Auditor:

Initial Audit Date: Final Audit Date: Job Completed?:
 Yes No Completion Date: Walk-Away

Agency Inspector (if different from auditor): Crew Foreman:

Client Information & House Characteristics

Housing/Project Type:

Mobile Home Dimensions:

Length:

Width:

Total Outrigger Width: (click arrow to select Housing/ProjectType or manually enter if "other")

Primary Heating Fuel Type (check all that apply):
 Propane Natural Gas Electric Other:

Utility Provider (check all that apply):
 APS SRP SWG TEP UniSource Gas UniSource Electric Other:

of Bedrooms: # of Floors: # of Corners:

Foundation: Roof Type:

Number in Household: Year of Construction:

Conditioned Area: (ft²) X Avg. Ceiling Height: = Volume: (ft³)

Parking: Carport Garage: N/A

Combustion Appliances (check all that apply):
 Furnace Water Heater Dryer Fireplace Stove Other:

Dryer Vent:
 Is it vented to the outside? During Initial Audit: Yes No During Final Audit: Yes No

Kitchen Exhaust:

Window in Kitchen:	Range Hood Ducted to the Outside:	Exhaust CFM:
--------------------	-----------------------------------	--------------

EXHIBIT B—ATTACHMENT 3 cont.

Kitchen Exhaust:

<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	Pre-Number: <input type="text"/>
		Post-Number: <input type="text"/>

***Must have ASHRAE Calculator documentation attached.**

Number of Bathrooms:

CLICK HERE
to enter Bathroom Data

****Must input bathroom number, prior to clicking button.****
Clicking button will allow entry for multiple bathrooms.

Bathroom Location:	Window in Bathroom:	Exhaust Fan Present in Bathroom:	Exhaust CFM:
	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <i>If yes, is exhaust fan ducted to outside?</i>	Pre-Number: <input type="text"/>
		<input type="radio"/> Yes <input type="radio"/> No	Post-Number: <input type="text"/>

***Must have ASHRAE Calculator documentation attached.**

Visual Inspection

Front Faces: WInd: Outside Temperature (degrees):

Construction Type: Notes:

Insulated: Yes No Type of Insulation:

Wall Thickness: 2 x 4 2 x 6 Other: Estimated R-Value:

How and where was R-Value determined?

Refrigerator:

Type: *Time Metered: ***Meter for 2 hour minimum.**
Let operate normally for two hours or more w/ door closed and take the total minutes and kWh reading

Make: Model #: Serial #:

Size: (ft³) Watts used during test: Annual kWh:

Was Refrigerator Replaced?

Yes No

NOTES:

Range:

Range: Make: Model#: Serial #:

Was Range Replaced?

Yes No

NOTES:

Existing Smoke/CO Detectors:

of smoke detectors: Type of smoke detectors: # of smoke detectors needed:

of CO detectors: Type of CO detectors: # of CO detectors needed:

Interior Lighting: CFLs: LEDs: Incandescent: Other:

EXHIBIT B—ATTACHMENT 3 cont.

Exterior Lighting: CFLs: LEDs: Incandescent: Other:

Windows:

Number of Windows: * ****Must input window number, prior to clicking button.****
 (or # of walls w/ windows) Clicking button will allow entry for multiple windows.

*To enter the data of all windows on one wall together, put the number of walls that have windows in the box above and enter the actual # of windows here:
 *To enter information for each window separately, put the total # of windows in the box above & click the box and the table will provide a separate line for each window.

Window Location:	Glass Type:	Frame Type:	Window Measurement (WxH)/ Notes:	Shade Provided & Need for Sunscreens (SS):
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total SQFT of Sunscreens (SS) needed for Windows:

Number of Exterior Doors: ****Must input number of doors, prior to clicking button.****
 Clicking button will allow entry for multiple doors.

Orientation	Type of Door:	If door has glass what is the square footage of glass?	Shade Provided & Need for Sunscreens (SS)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Weather-strip was needed for doors. If yes, which door(s):

Attic: Yes No Flat Roof

Attic Hatch: Yes No

Existing Insulation Dam Present: Yes No

Access Location: Ins. Type: Average Depth: Est. Effective R-Value:

Attic Floor Insulation Alignment: Poor Fair Good

Baffles Required? Yes Qty: No

Knee Walls: Yes No

Open Drop Soffits: Yes No

Open Wall Cavities: Yes No

Open Top Plate Penetrations: Yes No Can Lights: Yes No Qty:

HVAC System

System #1:

Packaged Unit
 Gas Pack Heat Pump

Split System
 Central AC/ Gas Furnace Heat Pump Heat Resistant Pump

Forced Air Furnaces
 Gas Electric

Radiant Heat
 Gas Electric

Other

Air Handler Location: Static (IWC) Supply: Return: Make: Model #:

EXHIBIT B—ATTACHMENT 3 cont.

Serial #: Year: Age: SEER: AFUE: HSPF:
(from serial #)

If Split System: Condenser Model: Serial: Manufacturer:
 Cool BTU's k Heat BTU's k

Source and amount of combustion air: Interior Exterior Sealed Combustion
If interior, enter cubic ft. If exterior, enter high/low (sq.in.)
 Cubic Ft: High: Sq. In Low: Sq. In

Source and amount of combustion air: Interior Exterior Sealed Combustion
If interior, enter cubic ft. If exterior, enter high/low (sq.in.)
 Cubic Ft: High: Sq. In Low: Sq. In

Type of Duct: Flex Rigid Flex/Rigid Duct R-Value: Duct Supply Location: Duct Return Location:

Notes:

Is there a 2nd system? Yes No

Other (if applicable):

Window A/C: Yes No Qty: EER Rating: Total kBtu: Condition: Poor Fair Good

Evaporative Cooler: Yes No Location: CFM: Condition: Poor Fair Good

Space Heaters: Yes No Qty: Total kBtu: Condition: Poor Fair Good
 Electric Gas Vented Unvented

NOTES:

Was HVAC System Replaced? Yes No

NOTES:

EXHIBIT B—ATTACHMENT 3 cont.

Room Pressure Test

	Initial Room Pressures:	After Duct Sealing Pressures:	Final Room Pressures:	Notes:
Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	
Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	
Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	
Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	
Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	
Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	

CAZ Test

	Initial Room Pressures:	After Duct Sealing Pressures:	Final Room Pressures:	Notes:
Appliance/Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	
Appliance/Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	
Appliance/Room: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	<input type="text"/> Pa	

Zonal Pressures

	Initial:	Final:	Notes:
Supply: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	
Return: <input type="text"/>	<input type="text"/> Pa	<input type="text"/> Pa	

Blower Door Test

Initial Whole House CFM50	Flow Ring <input type="text"/>	House Pressure <input type="text"/> Pa	Fan Pressure <input type="text"/> Pa	Flow (CFM50) <input type="text"/>	
Whole House CFM50 after Duct Sealing:	Flow Ring <input type="text"/>	House Pressure <input type="text"/> Pa	Fan Pressure <input type="text"/> Pa	Flow (CFM50) <input type="text"/>	CFM50 Reduction after Duct Sealing: <input type="text"/>
Final Whole House CFM50	Flow Ring <input type="text"/>	House Pressure <input type="text"/> Pa	Fan Pressure <input type="text"/> Pa	Flow (CFM50) <input type="text"/>	CFM50 Reduction at Final: <input type="text"/>

Notes:

EXHIBIT B—ATTACHMENT 3 cont.

Pressure Pan Test

Register Location:	Initial Pressure:	Final Pressure:	Register Location:	Initial Pressure:	Final Pressure:	Register Location:	Initial Pressure:	Final Pressure:
1.			6.			11.		
2.			7.			12.		
3.			8.			13.		
4.			9.			14.		
5.			10.			15.		

Estimated Duct Leakage at Initial Audit and How it was Determined:

Notes:

Combustion Safety

Indoor Ambient Air:

(Maximum allowable levels 9 PPM)

Undiluted Flue:

(Tested at 5 minutes of main burner operation.)

	Initial Reading:	Final Reading:	Reported:	Final Reading:
Furnace or Space Heater Room:	<input type="text"/> PPM	<input type="text"/> PPM	Furnace or Space Heater Flue: <i>(Max allowable 400 ppm air free)</i>	<input type="text"/> PPM
Water Heater Room:	<input type="text"/> PPM	<input type="text"/> PPM	Water Heater Flue: <i>(Max allowable 200 ppm air free)</i>	<input type="text"/> PPM
In Kitchen (after 5 minutes):	<input type="text"/> PPM	<input type="text"/> PPM	Oven Vent: <i>(Max allowable 225 ppm as measured)</i>	<input type="text"/> PPM
Near Supply Air Registers:	<input type="text"/> PPM	<input type="text"/> PPM	Other: <input type="text"/>	<input type="text"/> PPM
Other: <input type="text"/>	<input type="text"/> PPM	<input type="text"/> PPM		

Gas Concerns:

None Found Problems Found:

Observe burner flame pattern and color. Note presence of large yellow or soft lazy flame or other abnormalities:

None Found Problems Found:

When air handler blower comes on, is there a change in the flame pattern or color?

None Found Problems Found:

Notes:

EXHIBIT B—ATTACHMENT 3 cont.

Water Heater:

Size: Make: Model #: Serial #:

Location: Fuel: Water Temperature:

Initial:

Input Kbtu/hr:

Source and amount of combustion air: Interior Exterior Sealed

Is T&P Valve Installed Correctly? During Initial Audit: Yes No

Was Water Heater Replaced? Yes No

Final:

Input Kbtu/hr:

Source and amount of combustion air: Interior Exterior Sealed

During Final Audit: Yes No

NOTES:

Flue Spillage Testing

INITIAL

Furnace: Pass Fail

Water Heater: Pass Fail

Other: Pass Fail

2 Minutes

FINAL

Furnace: Pass Fail

Water Heater: Pass Fail

Other: Pass Fail

2 Minutes

AUDIT NOTES:

EXHIBIT B—ATTACHMENT 3 cont.

FOOTPRINT OF HOME (Click in box to insert from file):

Estimated Cost:

- Priority List
- REM

Add/ Delete	Recommended Repairs Listed in order of SIR	Notes: (All items must be installed in accordance with DOE, ASHRAE 62.2, the SWS and local code).	Estimated Cost	Funding Source(s) to be Used
+ -	▼		\$0.00	<input type="radio"/> DOE <input type="radio"/> LIHEAP <input type="radio"/> SWG <input type="radio"/> Other <input style="width: 50px;" type="text"/>
+ -	▼		\$0.00	<input type="radio"/> DOE <input type="radio"/> LIHEAP <input type="radio"/> SWG <input type="radio"/> Other <input style="width: 50px;" type="text"/>
Totals:			\$0.00	

EXHIBIT B—ATTACHMENT 3 cont.

Add/ Delete	Recommended Repairs Listed in order of SIR	Notes: (All items must be installed in accordance with DOE, ASHRAE 62.2, the SWS and local code).	Estimated Cost	Funding Source(s) to be Used
+ -	▼		\$0.00	<input type="radio"/> DOE <input type="radio"/> LIHEAP <input type="radio"/> SWG <input type="radio"/> Other <input style="width: 50px; height: 15px;" type="text"/>
Totals:			\$0.00	
Totals:			\$0.00	
Totals:			\$0.00	
Totals:			\$0.00	

Initial Photos:

Add/ Delete	Description:	Photo:	Description:	Photo:
+ -				

NOTES:

Confirmation of Compliance/Corrective Action Report

On , **Contractor** **Subgrantee** performed a final Weatherization evaluation on the above
(enter date)
 mentioned residence in accordance with the scope of work provided by (click arrow to select subgrantee)

The following items were verified and no concerns were found:

The following line items failed in accordance with the Standard Work Specifications, documented in the State Plan.

Final Photos:

Add/ Delete	Description:	Photo:	Description:	Photo:
+ -				

EXHIBIT B—ATTACHMENT 3 cont.

Additional Notes/Comments:

SIGNATURES REQUIRED AFTER THE INITIAL AUDIT:

Client Signature: Date:

Initial Auditor Signature: Date:

Reviewed/Approved by: Date:

SIGNATURES REQUIRED AFTER THE FINAL AUDIT:

Client Signature: Date:



Final Auditor Signature: Date:

Reviewed/Approved by: Date:

FORM INSTRUCTIONS

1. This form is mandatory and must be in every client file.
2. There are objects that are not visible until certain other items are checked and visibility is necessary. Please be sure to fill out each section in it's entirety to ensure that all necessary items appear and are completed.
3. Save all photos in lowest resolution possible, prior to uploading them to this form. Otherwise the form may become too large to share and/or save as needed.
4. Be sure that all dates are entered as well as who performed each process.
5. A sub-grantee representative must sign off at least once. If the initial and/or final auditor are not an employee of the sub-grantee agency, an agency representative must sign under "reviewed/approved by". If the initial and/or final audit is done by an employee of the sub-grantee agency, a second individual from the sub-grantee agency must sign under "reviewed/approved by".
6. ADOH will no longer accept incomplete Residential Diagnostic Evaluation Foms (enegy audit) or REM Waiver Requests. Incomplete forms will be returned to the Subgrantee for completion and/or correction.

EXHIBIT B—ATTACHMENT 4

Reset Print 

ASHRAE 62.2-2016 Ventilation

New or existing construction

Dwelling unit is

Use infiltration credit

Closest weather station

Weather and shielding factor [1/hr] =

Floor area []

Number of occupants

Dwelling height []

Measured leakage @ 50Pa []

Use Advanced Blower Door Inputs

Use Local Ventilation Alternative Compliance

Dwelling-Unit Ventilation Results

Effective annual avg infiltration rate [] =

Total required ventilation rate, Q_{tot} [] =

Infiltration credit, Q_{inf} [] =

Required mechanical ventilation rate, Q_{fan} [] =

Dwelling-Unit Ventilation Run-Time Solver

Fan capacity []

Fan run-time per hour [] =

Dwelling-Unit Leakage Rate Solver

Target mechanical ventilation rate []

Corresponding measured leakage @ 50Pa [] =

Version 2016-07-06_01:30 © 2016 Residential Energy Dynamics, LLC

EXHIBIT B—ATTACHMENT 5



EXHIBIT B—ATTACHMENT 6

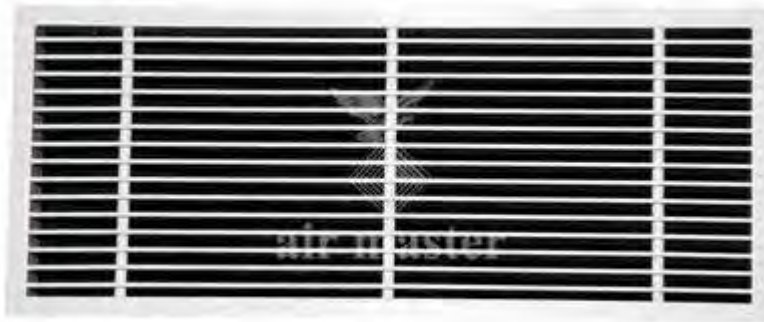


EXHIBIT B—ATTACHMENT 7



EXHIBIT B—ATTACHMENT 8



EXHIBIT B—ATTACHMENT 9



EXHIBIT B—ATTACHMENT 10



EXHIBIT B—ATTACHMENT 11



EXHIBIT B—ATTACHMENT 12



EXHIBIT B—ATTACHMENT 13



EXHIBIT B—ATTACHMENT 14



EXHIBIT B—ATTACHMENT 15



EXHIBIT B—ATTACHMENT 16



EXHIBIT B—ATTACHMENT 17



EXHIBIT B—ATTACHMENT 18



EXHIBIT B—ATTACHMENT 19



EXHIBIT B—ATTACHMENT 20



EXHIBIT B—ATTACHMENT 21



EXHIBIT B—ATTACHMENT 22



EXHIBIT B—ATTACHMENT 23



EXHIBIT B—ATTACHMENT 24



EXHIBIT B—ATTACHMENT 25



EXHIBIT B—ATTACHMENT 26



EXHIBIT B—ATTACHMENT 27



EXHIBIT B—ATTACHMENT 28



EXHIBIT B—ATTACHMENT 29



EXHIBIT B—ATTACHMENT 30



EXHIBIT B—ATTACHMENT 31



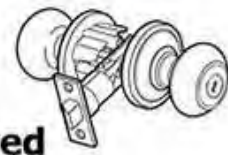
EXHIBIT B—ATTACHMENT 32



EXHIBIT B—ATTACHMENT 33



EXHIBIT B—ATTACHMENT 34



Keyed



End of Exhibit B

EXHIBIT C - BASIC CLAUSES FOR FEDERALLY-FUNDED CONTRACTS (2 Pages)

ARTICLE 1 -- DEBARRED OR SUSPENDED SUBCONSULTANTS

CONSULTANT shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is listed on the Excluded Parties list System (EPLS) at <https://www.epls.gov/>. This provision shall be included in all subcontracts and all SUBCONSULTANTS will be required to include this provision in their subcontracts at every tier. CONSULTANT shall immediately notify COUNTY in the event that any SUBCONSULTANT is added to the EPLS after award of the subcontract.

ARTICLE 2 -- MINORITY, WOMAN-OWNED AND SMALL BUSINESS SUBCONTRACTING

If performance of this Contract will require subcontracting, then:

- (1) CONSULTANT will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the County's Minority, Small and Women-Owned Business Program.

ARTICLE 3 -- ACCESS TO RECORDS AND RECORDS RETENTION

- A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by the granting agency, the state agency, or COUNTY with respect to all matters covered by this contract. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract. In the event of a conflict between or among the requirements of the COUNTY, state agency or granting agency, the most stringent will govern.
- B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. **Inspection of Records.** At any time during normal business hours and as often as COUNTY, the granting agency, the state agency, and/or the Comptroller General of the United States may deem necessary, the CONSULTANT shall make available to COUNTY, the granting agency or state agency and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit them to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

ARTICLE 4 -- CLEAN AIR AND CLEAN WATER COMPLIANCE

If this Contract exceeds \$100,000, then:

In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto, CONSULTANT agrees, with regard to this Contract and all subcontracts exceeding \$100,000, that:

- (1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- (2) They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
- (3) They will promptly notify COUNTY of any notification received from the EPA Office of Federal

- Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the COUNTY, State or Federal Government may direct as a means of enforcing such provisions.

ARTICLE 5 -- COPYRIGHT

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (2) Any rights of copyright to which a grantee, subgrantee or a CONSULTANT purchases ownership with grant support.

ARTICLE 6 -- ENERGY CONSERVATION

CONSULTANT is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

ARTICLE 7 -- PROHIBITION AGAINST LOBBYING

CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
- (4) This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

END OF EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3068		CONTACT NAME: CopperPoint Insurance Companies PHONE (A/C, No. Ext): 602.631.2300 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL ADDRESS: office@azstyle.org	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CopperPoint Indemnity Insurance Company	NAIC # 13928
INSURED Arizona Style Construction LLC 700 N Lazy J Way Tucson AZ 85748		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 124

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	1004813	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #: Mobile Weatherizatio Location: various
 8810-CLERICAL OFFICE EMPLOYEES-N.O.C., 5190-ELEC WIRE-BLDG-INST/REP FIX/APL, 5437-WEATHER STRIPPING
 INSTALLATION, 5221-CONCRETE OR CEMENT WORK - FLOORS, DRIVEWAYS, YARDS, OR SIDEWALKS & DRIVERS, 6217-EXCAV-NOC-INC
 BORROW/FILL-BACK FILL, 5102-IRON/ST/BRASS/BRONZE ERECT-DECORATE, 5348-CERAMIC TILE, INDOOR STONE, MARBLE, OR MOSAIC

CERTIFICATE HOLDER**CANCELLATION**

Pima County Judy Cooper 130 W CONGRESS, 3RD FLOOR TUCSON AZ 85701-1317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER 1004813		Arizona Style Construction LLC 130 W CONGRESS, 3RD FLOOR	
CARRIER CopperPoint Indemnity Insurance Company	NAIC CODE 13928	TUCSON, AZ 85701-1317	
		EFFECTIVE DATE: 09/01/2022-09/01/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

WORK,5551-ROOFING-ALL KINDS,5474-PAINTING-NOC & SHOP OPS,5537-HEATING, VENTILATION, AIR-CONDITIONING, AND/nREFRIGERATION SYSTEMS - INSTALLATION, SERVICE AND REPAIR, SHOP, YARD,5183-PLUMBING N.O.C. JOB & SHOP,5645-CARPENTRY -/nCONSTRUCTION OF RESIDENTIAL DWELLINGS NOT EXCEEDING THREE STORIES IN HEIGHT,5479-INSUL WK-ACOUSTIC/THERMAL,9102-LAWN/nMAINTENANCE-COMERCL OR DOMESTIC,5022-MASONRY - NOC,5445-WALLBRD/DRYWL/PLSTRBRD/CMNTBRD-INSTL-IN BLDGS5551 - AZ -/nROOFING-ALL KINDS,5437 - AZ - WEATHER STRIPPING INSTALLATION,6217 - AZ - EXCAV-NOC-INC BORROW/FILL-BACK FILL,5221 -/nAZ - CONCRETE OR CEMENT WORK - FLOORS, DRIVEWAYS, YARDS, OR SIDEWALKS & DRIVERS,8810 - AZ - CLERICAL OFFICE/nEMPLOYEES-N.O.C.,5645 - AZ - CARPENTRY - CONSTRUCTION OF RESIDENTIAL DWELLINGS NOT EXCEEDING THREE STORIES IN/nHEIGHT,5348 - AZ - CERAMIC TILE, INDOOR STONE, MARBLE, OR MOSAIC WORK,5445 - AZ - /nWALLBRD/DRYWL/PLSTRBRD/CMNTBRD-INSTL-IN BLDGS,9102 - AZ - LAWN MAINTENANCE-COMERCL OR DOMESTIC,5190 - AZ - ELEC/nWIRE-BLDG-INST/REP FIX/APL,5479 - AZ - INSUL WK-ACOUSTIC/THERMAL,5474 - AZ - PAINTING-NOC & SHOP OPS,5537 - AZ -/nHEATING, VENTILATION, AIR-CONDITIONING, AND REFRIGERATION SYSTEMS - INSTALLATION, SERVICE AND REPAIR, SHOP, YARD, 5183/n- AZ - PLUMBING N.O.C. JOB & SHOP,5022 - AZ - MASONRY - NOC

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER 1004813		Arizona Style Construction LLC 130 W CONGRESS, 3RD FLOOR	
CARRIER CopperPoint Indemnity Insurance Company	NAIC CODE 13928	TUCSON, AZ 85701-1317	
		EFFECTIVE DATE: 09/01/2022-09/01/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER SCL Insurance Agency, LLC 7660 E. Broadway Blvd., Suite 206 Tucson, AZ 85710 License #: 8868844	CONTACT NAME: Jennifer Suba PHONE (A/C, No. Ext): (520)885-8577 E-MAIL ADDRESS: jennifer@sclinsuranceagency.com	FAX (A/C, No): (866)601-2669
	INSURER(S) AFFORDING COVERAGE	
INSURED Arizona Style Construction, LLC 700 N Lazy J Way Tucson, AZ 85748	INSURER A: RLI Insurance Company	37206
	INSURER B: Contractors Bonding and Insurance Company	37206
	INSURER C: GuideOne National Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 0000972-1472926** **REVISION NUMBER: 100**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	RKA0400098	03/21/2023	03/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CKA0400125	03/21/2023	03/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CKA0400126	03/21/2023	03/21/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability			ENV562006881-01	10/16/2022	10/16/2023	Aggregate/Each Occurrence \$ 2,000,000/1,000,000
C	Errors & Omissions			ENV562006881-01	10/16/2022	10/16/2023	Each Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pima County, its departments, dsitricks, boards, commissions, officers, officials, agents and employees are named as Additional Insured in regards to General Liability coverages per the attached RGL3710716. Waiver of Subrogation and Primary/Non-Contributory wording is provided under RGL3710716. Certificate Holder is named as Additional Insured in regards to Auto Liability coverages per the attached RAU3000117 Section C and Waiver of Subrogation is included per the attached CA04441013. Insurance is primary and non-contributory.
 (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER Pima County Procurement Department 130 W. Congress Street 3rd Floor Tucson, AZ 85701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JES)
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY SCL Insurance Agency, LLC		NAMED INSURED Arizona Style Construction, LLC	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to “bodily injury or “property damage” caused by your negligence in the performance of your ongoing operations performed for that additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

To the extent required under said written contract or agreement, this policy will apply as primary insurance to additional insureds and other insurance which may be available to such additional insureds will be non-contributory. We waive our right of recovery against such additional insureds.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- 1.** “Bodily injury”, “property damage” or arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including but not limited to:
 - a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions,

reports, surveys, field orders, change orders or drawings and specifications; or

- b.** Supervisory, inspection, architectural or engineering activities.
- 2.** “Bodily injury” or “property damage” occurring after:
 - a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b.** That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - 3.** “Bodily injury”, “property damage” or occurring or commencing before execution of the written contract or agreement that requires such person or organization be added as an additional insured on your policy.

C. Definitions

“Ongoing operations” means operations not included in the “products-completed operations hazard.”

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ARIZONA STYLE CONSTRUCTION LLC</p> <p>Endorsement Effective Date:</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): PIMA COUNTY PROCUREMENT DEPARTMENT 130 W CONGRESS ST, 3RD FLOOR TUCSON, AZ 85701</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees as Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the **Who Is An Insured** provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement

that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Condition, 5. Transfer of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of your is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance Condition** in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow; and
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Arizona, LLC 4544 E Camp Lowell Dr Ste 110 Tucson AZ 85712-1282		CONTACT NAME: Joshua Parra PHONE (A/C, No, Ext): (520) 571-7737 E-MAIL ADDRESS: joshua.parra@assuredpartners.com		FAX (A/C, No): (520) 571-9115	
		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Central Mutual		NAIC # 20230	
		INSURER B: CopperPoint Casualty Ins. Co.			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
INSURED Woodstock Builders Inc 3936 E Crest Ln Phoenix AZ 85050					

COVERAGES **CERTIFICATE NUMBER:** 23.24 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

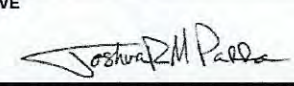
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLP8363744	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP8661569	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			CXS9896110	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1015306	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: MA-PO-23-181 Job Type: Mobile Home Weatherization]

Certificate holder is additional insured with respect to liability arising out of the activities performed by or on behalf of the contractor as regards general and automobile liability on a primary and noncontributory basis with waivers of subrogation on GL, Auto, and Workers Compensation when required by written contract subject to all policy terms, conditions, definitions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Department 150 W Congress St 5th Floor Tucson AZ 85701-1317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

EMPLOYEE BENEFITS LIABILITY COVERAGE
 ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
 ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS
 ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
 INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
 NEWLY FORMED OR ACQUIRED ORGANIZATIONS
 NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
 VOLUNTARY PROPERTY DAMAGE
 NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
 FIRE, SPRINKLER LEAKAGE OR EXPLOSION
 POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
 AGGREGATE LIMITS OF INSURANCE AMENDMENT
 SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
 REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
 LOST KEY COVERAGE
 PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Employee Benefits Liability Coverage

The following is added to Section I - Coverages: EMPLOYEE BENEFITS LIABILITY COVERAGE.

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and
- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:

- 1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- 2) The act, error or omission is caused by an "occurrence" that takes place in the

“coverage territory”; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

“Bodily injury,” “property damage” or “personal and advertising injury.”

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the “employee benefit program.”

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any “claim” or “suit” based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the “employee benefit program.”

f. Workers Compensation And Similar Laws

Damages arising out of any “claim” related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any “claim” for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages A and B apply except for Paragraphs 1.b. and 2.

SECTION II - WHO IS AN INSURED, Paragraphs 2. and 3. are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your “employees” who is or was authorized to administer your “employee benefit program.”

b. Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

- 1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) "Claims" made or "suits" brought;
 - c) Persons or organizations making "claims" or bringing "suits";
 - d) Acts, error or omissions which result in loss; or
 - e) Benefits included in your "employee benefit program."
- 2) \$2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3) Subject to the above Limit, \$1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - a) An act, error or omission; or
 - b) A series of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. **Deductible**
- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$1,000. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
 - c. The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"
 apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or

"suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 - 1) What the act, error or omission was and when it occurred; and
 - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - 1) Immediately record the specifics of the "claims" or "suit" and the date received; and
 - 2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - 2) Authorize us to obtain records and other information;
 - 3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:
 - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."However, "administration" does not include handling payroll deductions.
2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
 - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or

organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:
 - 1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b. An express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - 1) The exceptions contained in Sub-paragraphs d. or f.; or
 - 2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8., is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

H. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

J. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **\$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **\$25,000**.
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **\$250**.

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:
 - a. To "loss" of property at premises owned, rented, leased, operated, or used by you;
 - b. To "loss" of property while in transit;
 - c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
 - d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
 - e. To "loss" of property included within the "Products/Completed Operations Hazard";
 - f. To "loss" of property which is an "auto" or "mobile equipment."
 - g. To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

K. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or

entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 60 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
 - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

L. Fire, Sprinkler Leakage Or Explosion

1. SECTION I - GENERAL LIABILITY COVERAGES is amended as follows:

- a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.
3. Paragraph 4.b. of the Other Insurance is amended as follows:
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

M. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

- a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
- 3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

O. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph 1.b. is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$400 a day because of time off from work.

P. Reasonable Force Expansion - Property Damage

Exclusion 2.a. of Coverage A is replaced with the following:

- a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b)**:

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

R. Personal and Advertising Injury Definition

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a. There shall be no duplication of the Limits of Insurance.
- b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:

LIBERALIZATION

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE *

**Name Of Additional Insured Person(s)
Or Organization(s)**

Location(s) Of Covered Operations

***(Information required to complete this endorsement, if not shown above, will be shown in the
Declarations or Change Endorsement.)**

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, Declarations or Change Endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations or Change Endorsement.

COMMERCIAL LINES POLICY DECLARATIONS (continued)

NAMED INSURED
WOOD STOCK BUILDERS

POLICY NUMBER
CLP 8363744

ADDITIONAL INSURED SCHEDULE

CITY OF TUCSON
PROCUREMENT DEPARTMENT
PO BOX 27210
TUCSON, AZ 85726-0000

FOR ENTIRE POLICY
LOAN #: NOT SUPPLIED
REFER TO FORM CG2010

CITY OF TUCSON
AND THE REGIONAL
TRANSPORTATION AUTHORITY (RTA)
PO BOX 27210
TUCSON, AZ 85726-7210

FOR ENTIRE POLICY
LOAN #: NOT SUPPLIED
REFER TO FORM CG2010

PIMA COUNTY PROCUREMENT DEPT
130 W CONGRESS ST FL 3
TUCSON, AZ 85701-1317

FOR ENTIRE POLICY
LOAN #: NOT SUPPLIED
REFER TO FORM CG2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BAP PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

These coverages are subject to the terms and conditions applicable to coverage in this policy except as provided below.

A. Hired Auto Physical Damage Coverage

1. If hired "autos" are covered "autos" for Liability Coverage in this policy or another policy provided by us and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is **\$75,000** or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Subject to the above limit, and deductible, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

2. Changes In Liability Coverage:

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

3. Changes In General Conditions:

Paragraph **5.b.** of the Other Insurance Condition in the Business Auto and Business Auto Physical Damage Coverage Forms are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

B. Hired Auto Physical Damage - Additional Loss of Use Expenses

Paragraph A.4.b. of Section III - Physical Damage Coverage is amended to provide a limit of \$85 per day and a maximum limit of \$1,350.

C. Physical Damage - Additional Transportation Expense Coverage

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of **\$50 per day** and a **maximum limit of \$1,000**.

D. Towing and Labor Costs Coverage

We will pay up to \$75 for towing and labor costs incurred each time an owned "auto" is disabled. However, the labor must be performed at the place of disablement.

E. Parked Auto Collision Coverage (Waiver of Deductible)

The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

F. Rental Reimbursement Coverage

When there is a "loss" to a covered "auto," we will pay for rental reimbursement expenses incurred by you for the rental of an "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

This coverage applies only:

1. For those expenses incurred during the policy period beginning 24 hours after the loss;
2. To necessary and actual expenses incurred;
3. To a "loss" for which we also pay a "loss" under Physical Damage Coverage - Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
4. If there are no spare or reserve "autos" available to you for your operations.

Our payment will be limited to that period of time reasonably required to repair or replace the covered "auto." We will pay up to **\$75 per day to a maximum of \$1,500.**

If "loss" results from total theft of a covered "auto" we will pay under this coverage only that amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

G. Difference in Value Coverage - Loan/Lease Gap

In the event of a total "loss" to a covered "auto," the Limit of Insurance provision in SECTION III, PHYSICAL DAMAGE COVERAGE, is replaced by the following:

LIMIT OF INSURANCE

1. The most we will pay for "loss" in any one "accident" is the greater of:
 - a. The amount due under the terms of the loan/lease to which a covered "auto" is subject, but not to include:
 - i) Overdue loan/lease payments,
 - ii) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear,
 - iii) Security deposits not refunded by the lessor,
 - iv) Cost of extended warranties, Credit Life Insurance, Accident or Disability Insurance purchased with the loan or lease, or
 - v) Carry-over balances from previous loans or leases.
 - b. The actual cash value of the damaged or stolen property as of the time of the "loss."
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

For the purposes of this coverage, physical damage resulting in total "loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

This coverage shall apply only to the original lease written on a covered "auto" not previously titled.

H. Glass Repair - Waiver of Deductible

Under Paragraph D. - Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

I. Employees as Insureds

Paragraph A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. Coverage is excess over any other collectible insurance.

J. Fellow Employee Coverage

The Fellow Employee Exclusion contained in SECTION II - COVERED AUTOS LIABILITY COVERAGE does not apply.

K. Doubled Automobile Medical Payments Coverage

If you have purchased Automobile Medical Payments Coverage, the limit of insurance for that coverage as shown in the Declarations or Change Endorsement will be doubled in the event an "insured" is injured in an "accident" while within an "auto" and is:

1. Wearing a seat belt; or
2. The "auto" is equipped with passive restraints.

L. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 5., is amended by the addition of the following:

We waive the right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered auto. This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

M. Additional Insured - Automatic Status

1. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. Paragraph A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:
A written contract, permit or agreement, and
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
3. The insurance provided to the additional insured is limited as follows:
 - a. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

4. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

N. Loss Payee - Lessor

1. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omission on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

4. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

O. Tapes, Records and Discs Coverage SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
2. The following is added to Paragraph A. Coverage:

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - a. Are your property or that of a family member, and
 - b. Are in a covered "auto" at the time of "loss."
3. The most we will pay for "loss" is \$250.
4. No Physical Damage Coverage deductible applies to this coverage.

P. Audio, Visual and Data Electronic Equipment Coverage SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The sublimit in Paragraph C.1.b. of the Limit Of Insurance provision is increased to \$2,500.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

	Schedule
State	Blanket/Schedule/State
AZ	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2023
Insured Woodstock Builders Inc

Policy No. 1015306

Endorsement No. 8
Premium \$

Insurance Company CopperPoint Casualty Insurance Company

Countersigned by

