

Exterior Building Color & Material Samples

Color Drawdowns

Archaeological Resources

Airport Vicinity Development Checklist

Parking Study

Trip Generation Comparison

Parking Master Plan

Construction Contract

Builder: Trinidad Builders
Address: 5412 W. West Wind Drive
Glendale, AZ 85310

Contact: Randy Bueghly
Phone: (602) 989-4455
Fax: (623) 434-4757

Customer: Catherine R. Wagenbach
Project: 7607 E Northland Drive
Scottsdale, AZ. 85251

Article 1. Contract Documents

- 1.1 The contract documents consist of this agreement, architectural drawings, engineering plans, construction documents, specifications, allowances, and finish schedules describing the residence and facilities to be constructed for customer by builder. These documents represent the entire agreement of both parties and supersede any prior oral or written agreement.

Article 2. Scope of Work

- 2.1 The contractor shall perform all the work required by the contract documents for: The remodel / addition of the Wagenbach residence as per discussed between owner and contractor.
The scope of the project is listed in Exhibit 1. Any items not listed in exhibit 1. are considered extra and are subject to charge.

Article 3. Contract Contingency

- 3.1 With the signing of this contract, the owner is implying that he or she has the financial ability to fund this project and has agreed to have Trinidad Builders perform the work.

Article 4. Contract Price

- 4.1 The contracted price of the project shall be on a "Fixed price" basis. The price of the project shall be \$52,247.00 dollars. The scope of the project is listed in exhibit 1. If any allowances apply to this project, they will be listed in the "Allowance" sheet. Any change to the project will need to be submitted to the builder in writing.

Builder's Initials _____

Customer's Initials _____

- 4.2 The following items are included in the price.
- All supervision and scheduling of work as described in this contract.
 - All materials and labor to complete the scope of work listed in exhibit 1
- 4.3 The following items are not included in the price:
- Architectural drawings and any engineering required for city approval or during construction.
 - Lot price
 - Soil conditions requiring a "hard dig" or any soil to be brought in.
 - Any city or private utilities brought to the house.
 - Any items not included in the "Allowance" sheet are considered extra and are subject to additional charge.
 - Permits or anything associated with them.
 - After the date listed on this contract, any time spent picking up, "picking out" and/or delivering samples/products will be charged at a rate of \$50.00 per hour.
 - Contractor assumes no liability for materials stored for reinstallation (i.e. fire, theft, water damage) unless otherwise specified.

Article 5. Payments

- 5.1 Builder requires a Twenty thousand dollar (\$20,000.00) deposit upon acceptance of this contract. This deposit applies toward the contract price.
- 5.2 All other payments will be determined by Trinidad builders. Draw amounts will be reasonably associated with work that is being preformed.
- Once builder has submitted a request for payment (verbal or written), the amount shall be paid within seven days.
- 5.3 Should payments to the contractor not be made within ten days, the contractor reserves the right to suspend all work in progress until such payments are made. Should payment to the contractor continue to remain unpaid for a period of 20 days, contractor reserves the right to terminate the contract.
- Any delay of payments to the contractor may affect the completion date of the project.

Article 6. Duties of Customer

- 6.1 Customer shall communicate with subcontractors only through builder. Builder will not be responsible for any discussions or agreements made between the customer and any other parties, including the builder's sub-contractors.
- 6.2 There will be no implied or written warranty coverage on any modifications made by the customer or the customer's representative, nor any financial obligation incurred by the customer's dealings with any party other than the builder.
- 6.3 Customer will not assume any liability or responsibility, or have any control over or charge of construction means, methods, techniques, sequences, procedures, payments by the builder, or for safety precautions and programs in connection with the project, as these are the sole responsibility of the builder.

Builder's Initials _____

Customer's Initials _____

- 6.4 Informal meetings may be called by either party at the project site to discuss concerns or clarifications at any time of the project during normal business hours, given sufficient notice. Formal meetings will be held prior to drywall to verify electrical placement and fixture installations, and prior to completion of the project to develop a "punch list"
- 6.5 If necessary, owner is required to secure property, such as providing temporary fencing.
- 6.6 If owner hires and/or has agreement to have any work performed on site, Trinidad Builders shall be held harmless for any liabilities (i.e. insurances, tax liabilities, payments, supervision, warranties, damage, etc).
- 6.7 Customer is responsible for all sales tax. Sales tax is defined as all monies that are paid to Trinidad Builders are subject to a 6% sales tax. Taxes will be calculated monthly and submitted to customer for immediate payment.

Article 7. Duties of the Builder

- 7.1 To provide all construction supervision. Builder or builder's representative will be monitoring progress of project to ensure quality, as well as to verify that the project is being constructed to meet local building codes and customers' specifications.
- 7.2 All work shall be in accordance to the plans and specifications. All systems shall be in good working order upon completion.
- 7.3 Builder shall at times during the course of construction keep the lot free from an accumulation of waste and rubbish resulting from work. Upon completion of the project, the builder shall remove all construction debris and leave the project in a "move-in" condition.

Article 8. Time of Completion

- 8.1 The project shall be completed in a timely manner depending on the availability of construction materials and labor.

Article 9. Change Orders

- 9.1 Change order is any change to the original plans and/or specifications after the plans have been approved by the city and or owner, and the initial budget has been completed by the builder. All change orders will be priced at 1.18 x (the cost difference between the plan and the proposed change). Change orders will be paid immediately.

Article 10. Insurance

- 10.1 Builder is required to carry all necessary insurances for "new home" construction.
- 10.2 Owner is required to carry all necessary insurances, including homeowners insurance on all "existing home" remodeling and/or additions. Insurance must cover fire, theft, water damage, flood, vandalism, personal injury, etc.

Builder's Initials _____

Customer's Initials _____

10.3 Owner must notify their insurance company prior to start of construction.

Article 11. Architectural Drawings and Engineering Plans

11.1 Once builder receives final plans to submit to city, builder will sign below to verify he has received them.

Builder's signature to verify plans received _____

11.2 Architect and/or engineer are responsible for all drawing and engineering required by the city for permit approval.

Article 12. Warranty

12.1 For all new home construction, the builder shall execute an instrument to the customer warranting the project for 2 years against any defects in workmanship or materials utilized. The manufacturer's warranty will prevail. This detail warranty is a part of the contract.

12.2 For all remodel construction, the manufacturer's warranty is effective. The contractor assumes no responsibility for cracking, settling, deterioration, etc. of existing building and/or surrounding areas.

12.3 Any owner supplied or reused equipment, materials, supplies or labor shall carry no warranty by the contractor.

12.4 Any work performed without proper permits and/or plans, as requested by the customer, shall carry no warranty and Trinidad Builders will be held harmless for any responsibility and/or financial burden relating to it.

Article 13. Termination of Contract

13.1 Should the customer fails to carry out this contract, with all of it's Provisions, the following options and stipulations shall apply:

- If the customer defaults on the contract, the contractor may declare the contract is in default and proceed against the customer for the recovery of all damages incurred as a result of said breach of contract, including all attorney fees.
- If the customer terminates the contract, he must reimburse the contractor for any unpaid work, materials, or deposits owed prior to the termination of the contract.

Article 14. Acceptance and Occupancy

14.1 Upon completion, the project shall be inspected by the customer and builder, and any repairs necessary to comply with the contract documents shall be made by the builder. The "punch list" will be completed by the builder in a timely manner.

Witness our hand seal on this 15th day of November , 2017.

Builder's Signature

Customer's Signature

Article 15.

Exhibit 1. Scope of work:

Convert back patio area into livable office area. (See submitted prints)

Not included in this bid:

All plumbing fixtures

All electrical fixtures

Any necessary permits

Allowances:

No allowances

All work by other contractors that is not in Trinidad's contract/scope of work is subject to a 12% charge above their contracted price.

Acceptance.

It is agreed that when a deposit is issued on this scope of work/contract, this constitutes a binding agreement according to the terms above. With or without a signature this contract takes precedence over any and all other contracts, verbal or signed by the two parties.

Builder's Initials _____

Customer's Initials _____

PROPOSAL FOR CONSTRUCTION

I and J Construction
ROC 264360
Commercial and Residential
Bonded and Insured

Bid for: Catherine R. Wagenbach
7607 E. Northland Drive
Scottsdale, AZ 85251

Project Name: Office with bathroom

All materials and labor necessary for the completion of this product will be provided by Isaac Mendoza Contractor.

Description of Project:

Will convert a back patio area for an office and bathroom area. The total square footage of the under-roof area will be:

Existing Living Space	1072SF
Existing Carport	240SF
New Office	304SF

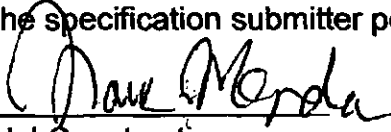
Total Area under Roof 1,616SF

The addition will include incorporating the current sliding glass patio door which will see through to a second glass patio door at the end of the new structure. Each side of the structure will have three windows 6ft by 2ft. The outside of the structure will be stucco to match to the current home finish and the roof will be of the same material as the current structure. A bathroom will be included in the office to include a toilet, lavatory and walk-in shower.

We propose to hereby to furnish material and labor in accordance with the specifications for the sum of dollars \$38,000

Payment as follows: 50% at the beginning of the project and 50% at the completion of the project.

All materials is guaranteed to be specified. All work is to be completed in a substantial workmanlike manner according to the specification submitter per standard practice.

Authorized Signature  Date: December 7, 2017
Isaac Mendoza, I and J Construction

Authorize Signature  Date: December 7, 2017
Catherine Wagenbach, Property Owner