

33780

**AMENDED AND RESTATED
Neighborhood Stabilization Program Rehabilitation Contract**

This Neighborhood Stabilization Program Rehabilitation Contract is between the **City of Long Beach** (hereinafter "**City**"), and **Pacific Western, State License No. 652181** whose business address is **4329 Country Club Lane, Long Beach, CA 90807** (hereinafter "**Contractor**"), who warrants to be licensed and qualified to perform the work specified herein. This Contract is for the rehabilitation of property located at **6833 Cerritos Avenue, Long Beach, CA 90805** (hereinafter "**Property**"). The current owner of the Property has granted City authority to contract for rehabilitation of the Property on its behalf.

In consideration of their mutual promises, the parties agree as follows:

Part I. Specific Terms

1. **Effective Date.** This Contract shall be effective February 22, 2017, and shall have no force or effect unless executed by City and Contractor.

2. **The Contract.** This Contract consists only of Part I (Specific Terms), Part II (Standard Terms), and Attachment No. 1 entitled Work Write-up, dated **2/22/17**. This Contract shall comply with all Housing Quality Standards of the U.S. Department of Housing and Urban Development, and City of Long Beach housing and building codes, as applicable.

3. **Time For Commencement and Completion.** Contractor agrees to commence, or cause to be commenced, the actual work described in the Work Write-up. Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, material suppliers or laborers, all work listed in Attachment No. 1 within **180 calendar days** after the Effective Date, subject to extensions approved by City for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of Contractor). Contractor agrees that time is of the essence of this Contract.

4. **Contract Price.** Contractor agrees to accomplish work as described in the Work Write-up in accordance with each and every term and condition of this Contract, for a total contract price of **One Hundred Sixty Five Thousand Two Hundred Sixty Nine Dollars and 00/100 (\$165,269.00)**.

5. **Progress Payments.** City and Contractor agree that the total contract price shall be paid in progress payments, based upon the value of the work completed at the time the progress payment is requested, and a final payment representing 15% of the total contract amount. Progress payments shall be disbursed at the time and in the amounts specified in the payment schedule after inspection and approval of the work by City. The final payment amount may be reduced, or increased for payments made to Contractor for change orders specified in Part II, Paragraph 3. The final payment shall be disbursed in accordance with Part I, Paragraph 8. Final payment shall be disbursed upon receipt by

City of a title report pertaining to the Property indicating that no mechanic's liens have been recorded against the Property in connection with the rehabilitation work performed under this Contract. Said title report will be requested by City on or about the 35th day after the recording date of the Notice of Completion unless this day is a Saturday, Sunday or holiday, in which case the title report will be requested on the next business day. City shall not withhold payment to Contractor except for noncompliance with the terms of this Contract, and shall not request Contractor to perform work outside the scope of this Contract as a condition of receiving payment. Contractor acknowledges that it is a material breach of this Contract to request or accept a progress payment or final payment which is in excess of the price of the work completed at the time such payment is requested.

6. **Liquidated Damages.** City and Contractor agree that it would either be impractical, or extremely difficult to fix actual damages in the event that Contractor fails to complete the described work within the time prescribed by this Contract. In connection therewith, Contractor agrees to pay to City liquidated damages of **Fifty Dollars (\$50.00)** per day for each calendar day thereafter the work is incomplete beyond the date when completion is required, so long as any such delay is not occasioned by the fault of City, or excused in accordance with Part II, Paragraph 17. City and Contractor further agree that Fifty Dollars (\$50.00) per day is a fair and reasonable estimate of such damages, and that said sum is not to be construed in any sense as a penalty. The parties further agree that said Liquidated Damages for delay shall be City's sole and exclusive remedy for such delay.

7. **Warranty.** Contractor warrants that all improvements, materials, hardware, and fixtures of whatever kind or nature to be installed or constructed by Contractor or Contractor's subcontractors, shall be new, of good quality, suitable for their purpose and be free from defects in workmanship, materials, or other deficiencies. This is a full warranty extending to City, the current property owner and subsequent owners of the Property; provided however, that the warranty set forth in this Paragraph shall apply only to deficiencies and defects about which City, the current property owner or subsequent owners shall have notified Contractor at the address stated above within 1 year from the date established by the final acceptance of all work performed under this Contract (Acknowledgement of Satisfactory Completion of Work), except for any longer manufacturer warranties which must be furnished to City. City, the current property owner or subsequent owners shall submit in writing to Contractor, a list of all corrections, which are covered by Contractor's warranty. Contractor shall proceed to make every attempt to have those corrections completed to the satisfaction of City, the current property owner or subsequent owners.

8. **Payment Schedule.** All payments (except the final payment) will be reduced by the holdback percentage (15%), specified in Part I, Paragraph 5.

Contractor shall be entitled to request:

\$41,317.25, when Work Write-up items listed in Contractor's invoice totaling **25%** of the contract price has been completed.

\$41,317.25, when Work Write-up items listed in Contractor's invoice totaling **50%** of the contract price has been completed.

\$41,317.25, when Work Write-up items listed in Contractor's invoice totaling **75%** of the contract price has been completed.

\$41,317.25, when all Work Write-up items have been accepted by City as completed (100%).


Additionally:

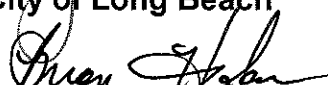
Contractor shall provide City with a **Standard Notice of Work Completed and Not Completed** report from a company licensed by the California Structural Pest Control Board. Also, any work not completed by the pest control company, but recommended in the initial pest control inspection report, shall have been completed and certified by Contractor. Contractor shall provide City with the **building permit inspection sign-off**.

Contractor shall submit all manufacturer warranties and guarantees.

\$ 24,790.35, when the legally required time period for filing liens against the property related to the construction work referenced herein has expired, and no liens have been found to exist.

9. **Parties to Contract.** City and Contractor agree that they are the sole parties to this Contract, and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development, and its agents, officers, or employees, do not assume any liability or responsibility whatsoever arising out of this Contract.



City of Long Beach



Pacific Western - Contractor

3/2/17
Date
2/27/2017
Date

Delivered to Contractor and Notice to Proceed given on 04/01/2015
(Original Contract)

APPROVED AS TO FORM

Part II. Standard Terms

2-28, 2017
CHARLES PARKIN, City Attorney
By 

RICHARD ANTHONY
DEPUTY CITY ATTORNEY

1. Insurance and Bonds. Prior to execution of this Contract, Contractor shall procure and maintain the following insurance at the sole expense of Contractor for the duration of this Contract, including any extensions or renewals: A certificate of insurance, showing the Certificate Holder as the "City of Long Beach, 333 West Ocean Blvd., 3rd Floor, Long Beach, CA 90802", must be provided to City for approval. The certificate must evidence the following insurance coverage placed with an insurer admitted to write insurance in the State of California, or an authorized non-admitted insurer having a rating of or equivalent to A:VIII by A.M. Best Company:

- (a) Commercial General Liability insurance equivalent in coverage scope to ISO form CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in general aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross liability protection, independent contractors liability, or products and completed operations liability.
- (b) Automobile Liability insurance equivalent in scope to CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto).
- (c) Professional Liability or Errors and Omissions Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per claim covering the services provided pursuant to this Contract.
- (d) Workers' Compensation and Employer's Liability insurance as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident.
- (e) All applicable endorsements must also be filed with City including, but not limited to, an additional insured endorsement to the general liability policy (equivalent in coverage to ISO form CG 20 10 11 85 or CG 20 26 11 85) naming City, "and its officials, employees and agents" as additional insureds.

Any self-insurance program, self-insured retention or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect City and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or deductible provisions.

Each insurance required hereunder shall be separately endorsed to provide that coverage shall not be canceled, non-renewed, or materially changed in coverage or limits (other than exhaustion of limits by paid claims) except after thirty (30) days prior written notice to City.

Each insurance policy required hereunder shall also be separately endorsed to provide that

coverage shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees, or agents.

Contractor shall require any subcontractor that Contractor may use in the performance of this Contract to maintain insurance in compliance with the provisions of this section, unless City's Risk Manager or designee otherwise agrees in writing.

If the Contract Price exceeds \$25,000, then prior to execution of this Contract and in accordance with California Civil Code Section 3247(a), Contractor shall procure, maintain and deliver to City a payment bond in form and substance reasonably acceptable to City and effective for the duration of this Contract, at the sole expense of Contractor.

2. Assignment. Contractor agrees not to assign this Contract without written consent of City.

3. Change Orders. Contractor agrees **not** to make any changes or additions to the Work Write-up, or the Specifications, without prior written authorization by City.

4. Permits and Codes. Contractor shall perform all work under this Contract in conformance with applicable laws, ordinances, regulations, and orders, whether or not such applicable laws, ordinance, regulations, and orders are specified in this Contract, or the attachments hereto. If any discrepancy is discovered in this Contract in relation to any such law, ordinance, regulation, or order, Contractor shall immediately notify City of the discrepancy. Contractor agrees to secure, and pay for all necessary permits, and licenses required for Contractor's performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Work Write-up.

5. Hold Harmless. Contractor agrees to defend, indemnify, and hold City and its agents, employees and officers harmless from any liability, or claim for damages because of bodily injury, death, property damage, sickness, disease, or loss, and expense arising from this Contract, including without limitation any and all claims brought by the current property owner against City. Each Contractor and subcontractor is acting in the capacity of an independent contractor with respect to City. Contractor further agrees to protect, defend and indemnify City, and its agents, employees, and officers from any claims by laborers, subcontractors, or material suppliers for unpaid work, or labor performed, or materials supplied in connection with this Contract.

6. Eligibility. Contractor represents that it is not listed on the Disbarred and Suspended Contractor's List of The United States Department of Housing and Urban Development, or City, and Contractor further agrees not to hire or utilize as a subcontractor or supplier any person or firm that is so listed.

7. Condition of Property. Contractor agrees to keep the Property broom clean,

and orderly, and to remove all debris as needed during the course of the work, and upon completion of the work, in order to maintain work conditions which do not cause health or safety hazards.

8. Lead Based Paint. Contractor agrees to use **No Lead Based Paint** in Contractor's performance of this Contract, including the performance of any subcontractor. **"Lead Based Paint"** means any paint containing more than six one-hundredths of one percent lead by weight (calculated as lead metal), in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied.

9. Termination. Contractor agrees that City shall have the right to terminate this Contract for convenience, effective immediately upon receipt of written notice of termination by Contractor; provided, however, that Contractor shall be paid in full for all work completed under this Contract up to and including the effective date of termination. Contractor agrees that City shall have the right to declare Contractor in default if Contractor fails to furnish materials, or perform work in accordance with the provisions of this Contract. In such event City shall be responsible for providing written notice to Contractor by registered mail of such default. If Contractor fails to remedy such default within 15 days of mailing such notice, City shall have the right to select one or more substitute contractors who meet the requirements of this Contract, to finish the work. If the expense of finishing the work exceeds the balance not yet paid to Contractor on this Contract, Contractor shall pay the difference to City within 10 days after City mails by registered mail, a written request for payment to Contractor. If the expense of finishing the work does not exceed the balance not yet paid to Contractor, City shall pay the difference to Contractor within 30 days after satisfactory completion of all work by the substitute contractor. City may use all, or any portion of the unpaid balance not yet paid to Contractor, to compensate substitute contractors selected pursuant to this Paragraph, and Contractor shall have no right to object to this determination by City.

10. Inspection and Record Retention. The United States Government, City, and their duly authorized representatives shall have the right to inspect all work performed under this Contract. Contractor will take all steps necessary to assure that the United States Government (including without limitation the Comptroller General of the United States, City, or their duly authorized representatives are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to this Contract and the work to be performed hereunder, including all relevant books, documents, papers, data and records, for the purpose, among other things, of making audit, examination, excerpts and transcriptions. Contractor shall keep and maintain copies of all such contracts, books, documents, papers, data and records for a period of at least 3 years after final payment is made by City to Contractor under the Contract. By such inspection, the United States Government, and City, assume no responsibility for defective material, or work under this Contract, or to either party for any breach of this Contract by the other. However, City may determine whether or not work by Contractor on the project is in compliance with plans, and specifications. City may stop the

work of Contractor if necessary to prevent improper execution, and may determine the amount, quality, and fitness of the several kinds of work, and materials. City may reject all work and materials, which do not conform to the requirements of this Contract. City and Contractor shall make every effort to resolve disagreements. In cases that cannot be resolved between City and Contractor, the disagreement shall be resolved pursuant to the provisions of Part II, Paragraph 18.

11. Interest of Federal or City Personnel. Contractor agrees that none of the following shall have any interest or benefit, direct or indirect, in this Contract:

- a. Any officer or employee of City who exercises any function or responsibility in connection with administration of the Neighborhood Stabilization Program, or any member of the governing body of City.
- b. Any member of the governing body of the locality (as defined by 24 CFR 510.4(m)).
- c. Any member of, or delegate to, the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by the United States Department of Housing and Urban Development at a grade level of GS-9 or above.

12. Equal Opportunity. Contractor agrees to abide by all Federal, State or local laws and regulations relative to equal opportunity to all persons, without discrimination as to race, color, creed, religion, national origin, sex, marital status, disability or discrimination as to the receipt of any form of public assistance. On agreements of \$10,000.00 or more, Contractor agrees to abide by the following provisions of Executive Order 11246, and agrees to incorporate such language in all contracts for \$10,000.00 or more, which it may enter into in connection with this Contract. During the performance of this Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

b. Contractor will in all solicitation or advertisements for employees placed, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color religion, sex or national origin.

c. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, or understanding, a notice to be provided, advising the said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or the Secretary of Housing and Urban Development, or pursuant thereto, and will permit access to its books, records and accounts by the Secretary of Housing and Urban Development or designee, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, relations and orders.

f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract, or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

g. Contractor will include the portion of the sentence immediately preceding Paragraph a, and the provisions of Paragraphs a through g, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as City or the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the litigation with a subcontractor or vender as a result of such direction by City or the Secretary of Housing and Urban Development, Contractor may request the United States to enter into such litigation to protect the interest of

the Secretary of Housing and Urban Development of the United States.

13. Anti-Kickback. Contractor and any subcontractors shall comply with the Copeland "Anti-Kickback" Act " (18 U.S.C. 874), as supplemented by 29 CFR Part 3.

14. Energy Policy and Conservation Act. Contractor and any subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the energy Policy and Conservation Act (Public Law 94-163, 89 stat. 871), as amended by 60 FR 19639 and 19642.

15. Copyrights and Patents. Contractor agrees that City reserves the exclusive right to seek and obtain a patent or copyright registration on any drawings, plans, specifications, inventions, data or other result arising from Contractor's performance under this Contract. By executing this Contract, Contractor assigns any ownership interest Contractor may have in any data generated to City.

16. Job Retention or Creation. Contractor shall complete and submit to City a job retention or creation report in the form attached hereto as Exhibit "A" with each request for payment under this Contract.

17. Other Contractors. During the time for performance of work under this Contract, City shall not cause other contractors or workers on the portion of the Property where work is to be performed by Contractor without the permission of Contractor, except for workers performing routine property maintenance services. This restriction shall not apply if Contractor is in default under this Contract. Contractor acknowledges that City is not the current owner of the Property and cannot prohibit the current property owner from causing other contractors or workers to work on the Property.

18. Cooperation of City and Current Owner. While this Contract is in force, City shall require the current Property owner to permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work. City shall require the current Property owner to cooperate with Contractor to facilitate Contractor's performance of the work, which includes the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

19. Work Write-up, Specifications, and Drawings. Contractor has carefully compared and studied the Work Write-up, rehabilitation specifications, and drawings. Any part of the work, or any item not specifically set forth in the Work Write-up or drawings, but which is necessary for the proper completion of the work, and which is not specifically excluded from this Contract, shall be supplied and set in place at the expense of Contractor as though it had been shown on the drawing, or mentioned in the Work Write-up.

20. Materials and Workmanship. Except as otherwise noted, Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality.

21. Extension of Time of Completion. The time of completion of this Contract shall be extended by the number of calendar day which Contractor and subcontractor are prevented from performing work as a result of:

- a. Inclement weather.
- b. The unavailability of workers, or materials because of labor disputes.

City shall be informed, in writing, by Contractor as soon as possible of any suspension or delay of work.

22. Disputes to be Determined by Binding Arbitration. In the event that any dispute(s) between Contractor and City arises out of, or in connection with, provisions of this Contract, either one, or both, shall submit in writing the fact and nature of such dispute(s) to the other party. Within thirty (30) days of such notice, Contractor and City shall either resolve the dispute, or shall seek a resolution of the dispute(s) pursuant to binding arbitration pursuant to Title 9 of the California Code of Civil Procedure. The arbitration shall be conducted by an office of the American Arbitration Association located within the County of Los Angeles. Contractor and City agree that the arbitration decision shall be binding in any court of competent jurisdiction, and the losing party in the arbitration shall pay the cost of the arbitration and the prevailing party's attorneys' fee, and other reasonable expenses.

Attachment No. 1

Schedule of Work - Work Specification dated 02/22/17.

1. Smoke Detectors

Provide and install new wired smoke and carbon monoxide alarms in two bedrooms and in the hallway. Smoke Alarms to be UL listed and installed according to current code and manufactures specifications. \$696

2. GFCI Receptacles

Provide and install 6 GFCI receptacles in the kitchen and 1 in the bathroom found within 6 ft. of water source and in any exterior location. Permit Required. \$832

3. Windows

Remove and properly dispose of existng windows through out the house and install new dual pane, low E retrofit windows in their place. Repair any damage to interior or exterior walls. Permit Required. \$7997

4. Kitchen Cabinets

Kitchen cabinets to be installed according to the kitchen design submitted with work write up and approved by owner. \$8893

5. Countertop, Sink, Faucet, Waste Disposer

Remove and dispose of the existing remainig section of countertop,sink,faucet and garbage disposal in the kitchen. Provide and install a new granite countertops based on the new kitchen cabinet design. **New countertop to be(SF Real) Class C or equal, and is to include bull-nose drip edge, and backsplash. Provide and install a new Kraus Model KJU 100-32 sink, Faucet Kraus Model KPF 2620SS** ,new under sink plumbing including flex lines andngle stops drain assembly and waste disposalin the same location. Owner to approve of countertops,sink faucet before installation. Installation to be according to manufactures specifications. And free of all cracks and any other defects. \$6224

6. Hardwood Flooring

Prepare the existing floor through-out the house. Prep the entire surface of all floor areas for a new solid wood Bambo floor or equa. Provide and install base trim around all walls and floor trasions from new hardwood floor to any other surface. Ensure installation according to manufactures specifications and that the entire floor area is flat even and consistent. **Owner to select materials,color and style before ordering and installation.** \$8116

7. Front Door (Entry)

Remove and dispose of the existing front door. And provide and install a new pre hung solid core door with decorative glass window in same location complete with new threshold, deadbolt, locksets. door stops. New door to be mounted plumb and to open freely and latch securely. \$895

8. Door Knobs Latches

Remove all old interior and replace with new doors and hardware install according to manufacture requirements. Install satin hardware to match satin hinges.

\$2687

9. Side Door

Remove existing kitchen door and frame in opening. Repair inside drywall and finish to match existing finish. Lath outside scratch, brown and texture ready for paint. Remove concrete steps and haul away all debris. \$716

10. Bathroom Remodel

Remove and properly dispose of all existing fixtures from the bathroom including tub, toilet and sink etc. tub has been set down 3" into subfloor. Restore subflooring to level surface. Provide and install the following items:

1. One Piece steel tub and tile from tub to ceiling with tile choice to be made by owner. Ensure walls around tub are plumb. fir out walls if necessary for an even finish and installation. Frame wall between tub and toilet area to inclose tub area. Provide and install new single body valve and all new trim. Make any plumbing modifications for a complete installation

2. New 36" vanity cabinet with one piece sink/countertop and faucet. Provide new under sink plumbing including flex lines, angle stops and drain assembly.

3. Provide and install new towel holders and toilet paper holder.

4. New american standard or equal toilet in the same location. Installation to include consideration of proper separation from walls, tub and or cabinet fixture. Owner to approve of all the above fixtures and vanity before installation.

\$5991

11. Interior Paint

Patch and prep all wall and ceiling through-out house Chaulk all gaps patch all holes prime all glossy surface including doors. Patch all areas where drywall is damaged or missing. Re-texture to match. Provide trim or finish for all areas were missing. Prime all areas were semi gloss paint

exists. Paint all walls with interior latex paint. Apply 2 coats where necessary to obtain complete coverage. Owner to select color. \$3490

12. Foundation Vents and Access covers

Some foundation vent screens are damaged and the under floor access cover is missing. Ensure all vents screens are in functioning condition and replace if needed. \$150

13. Under floor heating unit

Make a inspection of the heating unit and thermostat and repair if necessary. \$300

14. Roof Tile

One roof tile is missing from the roof edge from the front of the house replace this missing tile. Inspect the other roof areas of the roof. \$0

15. Roof Replacement

Roof to be replaced on Main House, Garage and Rumbus room new torch down in white for title 24 requirements. Remove existng roof and roof tiles on all roofs including the roof tiles around the parapet wall and the entire front of the house overhang will be replaced with new S tiles. The roof is showing signs of wear and is leaking at the down spouts and at the front of the house. The downspouts also need to be replaced. \$18200

16. Paint Exterior

Pressure wash all exterior surfaces of the house garage and rumbus room to include all trim surfaces. Replace or repair any damaged wood, patch all areas and apply stucco glue where patching is needed. Texture to match the existng surface. Prime all wood surfaces and apply two coats of paint to ensure a god even coverage. Owner to select color and sheen from samples supplied by contractor. \$5789

17. Front Yard landscape

Front yard grass is dead remove any vegetation and level entire front yard. Install drought tolerant landscape to be approve by owners. Easement and south side yard is also damaged and should have drought tolerant plants and water drip system as well. City to provide design for front yard landscaping that will stay with in the budget. \$4689

(option to install artifical sod in the front yard and easment will be \$890 more)`

18. New concrete driveway

Remove existng damaged concrete driveway and haul to recycling facility. it consist of two

concret bands leading to the garage where a raised concrete slab was poured 4" above the garage floor. Remove the conctere pad and the bands. Grade to 95% compaction install expansion joints nexts to all hard surfaces. Install 3/8" rebar both ways spaced max 24" O.C. Place concrete (Min.2500 psi) with a light broom finish. Place control crack joints as necessary. All work to be done according to manufactures specifications. \$9980

19. Garage door & opener

Remove and dispose of the existing garage door.Rework opening as necessary to ensure new door fit.Provide and install new metal roll up door and opener. Include all hardware and weather stripping. New door and opener to be approved by owner. Install electrical supply for new opener with in 3'. \$1150

20. Remove Patio enclosure

The rear patio cover has been illegally built by the addtion of the walls. Remove and dispose of entire patio including roof which is all deteriorated. Remove any illegal wiring and plumbing to the patio.Remove concrete that was used around perimeter and repair stucco of wall where patio was attached. And haul away all debri. \$3895

21. Rear Rumbus room

The detached rear rumbus room was constructed under permit in 1963, but had since been used illegally as a seperate dwelling unit. Remove any illegal construction bathroom electrical, plumbing and interior walls to make bedrooms. Repair cover to electrical service panel on north wall and label all breakers. Remove flooring and wall heater all outside gas lines attached to side of rumbus room. Repair all holes from demo and paint interior. Install carpet over concrete floor. \$6798

22. Plumbing Waste and Water Supply

Main house waste lines are cracked and deteriorated remove old waste lines by digging up exisitng house cast iron pipe to clay pipe outside of footing at rear of house and connect to clay pipe. Replace all waste lines with 3" ABS lines to clay pipe and reconnect to waste line. Also remove all galvanized vent pipes and replace with ABS to roof. Replace all connections from bathroom sink , water closet, tub and kitchen sink. Strap all pipes and install metal cover plates where required by building codes. Partial copper repipe some of the house has copper. What is remaining is galvanized pipe that needs to be replaced with copper. Permit required. \$7103

23. Laundry in Garage

The current laundry hook ups are deteriorated and installed improperly. Remove old galvanized lines and install new 2" washer waste line and new ABS vent through roof of garage. And

connect new 2" waste line to clay pipe under concrete patio. Run new copper pipes for hot and cold water lines to Laundry box with drain. Permit required. \$1889

24. Plumbing Gas lines

The gas lines need to be replaced underground to house from garage. The lines are not protective coated gas lines and are rusting. The gas line is sticking out of the wall from the garage and is illegal. This will require trenching from house to garage. Also the gas lines to the stove, tankless hot water heater and both wall heaters will need to be done. Permit and pressure test required. \$4678

25. The gravity flow floor heater is a hazard. Its in the hall way floor and needs to be removed. The hole needs to be framed in and plywooded over for new flooring. \$395

26. Wall Heaters

New wall heaters need to be installed for heating. To be sufficient there should be two heaters one in the back hallway for the bedrooms and one in the family room for the front of the house. Each will be 25000 BTUs and have separate thermostat controls. Walls will be cut to fit heaters and hole through roof for ventilation and patch walls where needed. Install according to manufactures specifications. Permit required. \$4320

27. Electrical

Electrical sub panel replacement the current panel is not to code. Replace with 100 amp sub panel in back bedroom close to supply from 200 amp main panel. Install cold water ground at panel and 10' grounding rod for code requirements. Run new underground feed from sub panel to main panel at rumbus room. Rewire entire house new metal boxes will be installed and all wiring will be non- metallic romex. Install to new panel with new breaker system. Permit required. \$7311

28. Walls & Plaster Repair

Repair all holes in every room from electrical and plumbing work. Texture to match prime and ready for paint. \$3786

29. Water Damage repair

Repair water damage and dry rot from roof water leak in north west corner of bedroom. Remove rotted studs and base plate to top plate of wall. Replace all rotted wood with new sood studs. Patch entire area from repair texture to match. \$928

30. Fencing

Remove deteriorated and falling over fence from south side approximately 46'. And 52" from west side (alley). and south side between house and garage approximately 16'. Remove 3 large trees from alley side of property line so fence could be re-built. Build new fence out of redwood and pressure treated material all post will be concreted in and be pressure treated. Also build 3 gates one in alley 36" wide one on north side(front of house) 36" wide and one off of south side off of garage 42" wide gate. \$6543

31. Rumbus Room Door & windows

Replace broken sliding 8' door and 9' window in rear and 3' window in old bathroom. All windows and door will be vinyl and dual glazed. Repair any damage from installation. \$3889

32. Main electrical panel

The main panel has no grounding rod or cold water ground to it. This will be required by the inspector. We currently have no cold water supply in the Rumbus room. This will require a copper line be brought underground from garage to bathroom in rumbus room through ceiling envelope and down to a new water spigot at the bottom of the panel. All holes from the water lines being run through the walls and ceiling need to be repaired and new acoustic sprayed on back unit. \$2890

33. Install new LED fixture in both bedroom and in the closets hallway bathroom kitchen dinning room, Led chandler in dinning room and Led sponce in living room. \$2369

34. Garage side Door

Remove and replace garage side door with new solid door including hardware, threshold and weather stripping. \$596

36. Electrical outside lighting

Install outside front door light and back door light both LED. Install motion detector lights at garage door and at Rumbus room. \$1206

37. Permits and Fees \$2870

38. Plumbing

Remove old water heater from garage and haul away. install tankless hot water heater on the west wall outside of house. Run new 3/4" gas line and new hot and cold water lines to tankless

water heater. Along with electrical GFCI supply. \$2989

39. Termite and tenting of all 3 buildings

Provide termite report and tenting for termites and other pest. \$3120

40. Structural

The living room floor and the bathroom floor need to be reinforced or girders replaced. The subflooring is loose and has a 1"-1/8" of difference in 12'. This will require us to jack the house up and replace the post that support the girders in the living room and bathroom. \$4900

41. The insulation in the house attic has been wet from the roof leaking. There is a mold smell coming from the insulation. The old insulation should be sucked out and removed. Install blown in R-30 insulation through-out attic. \$3136

42. Inclose door way in kitchen off of hallway and off of dining room. Patch both sides of opening and texture to match existng finish. \$1092

43. Frame new **36"-42" fixed opening toward the center of the joining dining room wall depending on what cabinet layout will allow.** Finish opening and wrap the inside with a wood finish. Texture to match existng finish and prime and paint.

\$785

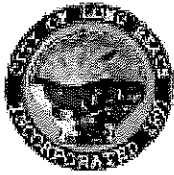
44. Frame new 42" window opening at kitchen sink area. According to kitchen design install nail on window and finsh stucco on outside of building and plaster on the inside to match existng finish. \$986

Total Project Amount: \$165,269

Brian Hickman
2/22/2017

EXHIBIT "A"

JOB RETENTION AND CREATION REPORTING FORM



**City of Long Beach
Neighborhood Services Bureau**

NSP Jobs Survey

Thank you for completing the NSP Job Creation/Retention Survey. The goal of this survey is to assess your ability to create or retain jobs based on your recent opportunity to do business with the City of Long Beach.

Please answer the questions below to the best of your ability. If you have any questions about this survey, please contact Courtney Richards at (562) 570-3852 or Courtney.Richards@longbeach.gov.

Company Name: Pacific Western

Type of Agreement: Contract # 33780
(i.e. Purchase Order / Contract)

Total Amount: \$ 165,269.00

1. How many people (including yourself) are employed by your firm? 3.

a. How many of your employees reside in Long Beach? 3

2. Did you create any new positions in order to assist you with this project? YES.

a. What type of positions were created? Journeyman
(i.e. journeyman, administrative, professional etc.)

b. How many full-time positions? 1

c. How many part-time positions? 0

i. Estimated weekly hours worked by this/these part-time employee(s) 40

3. How long do you expect to employ any persons identified in Item 2? 1 yr.

4. Did you retain any positions in order to assist you with this project? Yes.
(i.e. Would you have let this/these employee(s) go if you hadn't obtained this award?)

a. What type of positions were created? Journeyman
(i.e. journeyman, administrative, professional etc.)

b. How many full-time positions? _____

c. How many part-time positions? _____

i. Estimated weekly hours worked by this/these part-time employee(s) 40.

5. How long do you expect to employ any persons identified in Item 4? 1 yr.

Optional

If available, please provide statistics regarding the Race/Ethnicity of your employees (by percentage).

White	_____ %
Black/African American	_____ %
Asian	_____ %
American Indian/Alaskan Native	_____ %
Native Hawaiian/Other Pacific Islander	_____ %
American Islander/Alaskan Native & White	_____ %
Asian & White	_____ %
Black/African American & White	_____ %
Amer. Indian/Alaskan Native & Black/African American	_____ %
Other multi-racial	_____ %

My company is a certified **MBE/WBE/DBE** business.

(please circle)

Quon T. Fikri

2/27/2017