

33779
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 **518 E. Burnett St., Long Beach, CA 90806** (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 1, 2016, 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 **2/1/16**. 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 Thirty Two Thousand Five Hundred Eighty Two Dollars and 00/100 (\$132,582.00)**.

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:

\$33,145.50, when Work Write-up items listed in Contractor's invoice totaling 25% of the contract price has been completed.

\$33,145.50, when Work Write-up items listed in Contractor's invoice totaling 50% of the contract price has been completed.

\$33,145.50, when Work Write-up items listed in Contractor's invoice totaling 75% of the contract price has been completed.

\$33,145.50, 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.

\$ 19,887.30, 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.

[Signature]
City of Long Beach

4/19/16
Date

[Signature]
Pacific Western - Contractor

4/15/2016
Date

Delivered to Contractor and Notice to Proceed given on 4-1-2015

(ORIGINAL CONTRACT)

Part II. Standard Terms

APPROVED AS TO FORM

4-14-2016
CHARLES PARKIN, City Attorney
By [Signature]
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 02/13/2016.

City of Long Beach

444 West Ocean Blvd., Suite 1700, Long Beach, California 90802
(562) 570-6373 - (562) 570-6815 Fax

WORK SPECIFICATION- CONTRACTOR BID PROPOSAL

Property Owner: City of Long Beach
Address of Property: 518 Burnett Ave.
Zip Code: 90806
Owner's Phone Number:

Inspection Date: January 20, 2016 (r
Inspected by: Patrick Ure
Charge Point:
Loan Officer

Year Built: 1923
Contractor: Pacific Western
Address: 4329 Country Club Lane
Long Beach CA 90807
Telephone: 562-260-6551

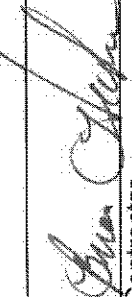

State Contractor License
Number: 652161
Expiration Date: 31-Aug
Tax ID # or
Social Security #: 2870
Ethnicity:

The undersigned Contractor hereby submits
a lump sum bid in the amount of:

\$ 132,582

Acceptance of attached Work Specification and Bid Proposal


City of Long Beach
Date 4/15/16


Contractor
Date 4/15/2016

Reviewed and Approved
Date 4-15-16

All work to be performed shall be in conformance with Long Beach City Codes and Ordinances. Contractor is responsible for property line designation, properly designed plans, securing building permits, certifications and paying fees, if applicable. Contractor shall verify all dimensions on the job site. Owner shall select colors and patterns of materials where applicable. All lead inspection and controls to be performed by State certified company or individual and it is the responsibility of the contractor to provide all documentation to satisfy this requirement from initial inspection through clearance.

Work categorized in priority as:

- Priority Code A – Enforced/Mandatory
- Priority Code B – Incipient Condition
- Priority Code C – Home Improvement
- Priority Code GPI – General Property Improvement

1. Contractor hereby agrees to comply with all conditions and requirements of the Bid and Contract documents. If so requested by the City of Long Beach (City) or Owner, the Contractor further agrees to submit additional information regarding the Contractor's qualifications and financial status.
 2. The City will deliver a copy of the Owner and Contractor Rehabilitation Contract containing the effective date, which shall serve as the Notice to Proceed.
 3. Contractor shall procure and maintain at Contractor's expense, for the duration of this Contract, from an insurance company that is authorized to write insurance in the State of California or that is an eligible surplus lines insurer in the State of California with a minimum rating of or equivalent to an A: VIII by A.M. Best Company, the following insurance:
 - a. Commercial general liability insurance (equivalent in coverage scope to ISO CGL CG 00 01) naming the City of Long Beach, its officials, employees, and agents as additional insureds (equivalent in coverage scope to ISO CG 20 10 11 85) from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property rising out of activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in aggregate.
 - b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident.
 - c. Automobile liability insurance (equivalent in coverage scope to ISO CA 00 01) in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, 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 retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City (ten (10) days for nonpayment of premium), and shall be primary and not contributing to any other insurance or self-insurance maintained by City.
- Any subcontractor which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.
- Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days.
- Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver to the insurance requirements herein shall be made only with the approval of City Risk Manager.
- The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of the Contract.
4. Owner shall select within "Builder's Line" (standard) quality, all colors, patterns and styles of material not already specified by this Work Specification, with exception of plumbing fixtures, which shall be in all cases white.
 5. All measurements whether supplied or not shall be verified or obtained by the contractor. Where a discrepancy of supplied measurement differs from that of the Contractor, the Contractor shall indicate their own measurement on the applicable Work Specification item and base the item bid amount on their own measurement.
 6. All work as described by this Work Specification shall be completed by the Contractor in accordance with standard building practices and shall comply with all Long Beach building Codes and Ordinances.
 7. All items whether installed or replaced shall be provided by the Contractor and be unused prior to installation. Items removed for replacement, unless specified in writing, shall become the property of the Contractor.
 8. The only additions to this Work Specification, which may be considered, are those, which are necessary due to an unforeseen condition at the time of initial inspection of this property by the City representative. Additional work items, or changes, require a fully executed "CHANGE ORDER" or "ADDENDUM" and must be approved by the City representative prior to the implementation of the requested addition or change.

THE USE OF LEAD BASED PAINT IS PROHIBITED

518 E. Burnett (Revised February 1, 2016)

		% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
1	Remove existing spalling stucco finish, patch, prepare and paint exterior stucco finish.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 3,200
			\$3,200							
2	Remove and replace existing front and side doors with new locking hardware. Prepare and paint as needed.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 1,295
			\$1,295							
3	Remove 2X4 railing and replace with approved metal railing, prime and paint.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 625
			\$625							
4	Prepare and paint existing concrete landing and steps at front entrance.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 295
			\$295							
5	Repair prepare and paint existing metal fencing, gates and detail section between masonry pilasters.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 1,500
			\$1,500							
6	Remove and replace existing wood railing at rear side concrete landing and steps.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 625
			\$625							
7	Prepare and paint Garage stucco walls, door and wood trim.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 975
			\$975							
8	Remove and replace Garage man door at rear west side, include all hardware and repair and repair any damaged framing members.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 621
			\$621							
9	Remove and replace 12 existing deteriorated wood windows. Use vinyl block frame inserts. Repair and replace deteriorated wood frames as necessary.	0%	\$0	\$0	0%	\$0	\$0	\$0	-	\$ 8,000
			\$8,000							

518 E. Burnett (Revised February 1, 2016)

			% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
10	Label existing electrical meter panel. Verify panel for compliance	\$200	0%	\$0		0%	\$0		\$0	\$ -	\$ 200
11	Remove and replace 7 underfloor access screens and door panels.	\$280	0%	\$0		0%	\$0		\$0	\$ -	\$ 280
12	Remove and replace existing deteriorated Garage Door and opener w/ electric power. Prepare and paint door jamb. Correct illegal wiring, install GFI recepticals.	\$1,275	0%	\$0		0%	\$0		\$0	\$ -	\$ 1,275
13	Repair wood fascia and rafter tails as needed at Garage and house. Prepare and paint existing Garage stucco walls and trim.	\$1,175	0%	\$0		0%	\$0		\$0	\$ -	\$ 1,175
	Interior										
14	Check operation of heater.	\$300	0%	\$0		0%	\$0		\$0	\$ -	\$ 300
15	Prepare and paint walls, ceiling and wood trim. Repair damage at east wall.	\$589	0%	\$0		0%	\$0		\$0	\$ -	\$ 589
	Kitchen										
16	Install GFCI receptacles as required	\$775	0%	\$0		0%	\$0		\$0	\$ -	\$ 775

518 E. Burnett (Revised February 1, 2016)

			% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
17	Remove and replace existing plastic laminate countertop. Provide and install stainless steel sink, faucet, garbage disposal and all plumbing.	\$1,406	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 1,406
18	Remove and replace existing range hood. Vent to comply with code .	\$295	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 295
19	Prepare and paint ceiling, walls and trim	\$425	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 425
	Service Area										
20	Provide and install GFCI receptacles	\$300	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 300
21	Prepare and paint ceiling, walls and trim	\$265	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 265
	Hall										
22	Prepare and paint ceiling, walls and trim	\$250	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 250
	Bath										
23	Prepare and paint ceiling, walls and trim	\$495	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 495

518 E. Burnett (Revised February 1, 2016)

			% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
24	Remove and replace wood window trim. Verify that window will have tempered glass,	\$50	0%	\$0		0%	\$0		\$0	\$ -	\$ 50
25	Provide and install new glass shower door	\$400	0%	\$0		0%	\$0		\$0	\$ -	\$ 400
26	Provide and install missing 3' vanity cabinet ,sink,faucet and all plumbing.	\$543	0%	\$0		0%	\$0		\$0	\$ -	\$ 543
	Bedroom Rear										
27	Prepare and paint existing walls, ceiling and wood trim.	\$300	0%	\$0		0%	\$0		\$0	\$ -	\$ 300
28	Remove and replace approx. 15 sq.ft of carpet in closet	\$172	0%	\$0		0%	\$0		\$0	\$ -	\$ 172
	Bedroom 2										
29	Prepare and paint ceiling, walls and trim	\$325	0%	\$0		0%	\$0		\$0	\$ -	\$ 325
30	Remove and replace approx. 15 sq.ft of carpet in closet	\$209	0%	\$0		0%	\$0		\$0	\$ -	\$ 209
	Bedroom 3										

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			% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
31	Prepare and paint ceiling, walls and trim	\$275	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 275
	General Construction items										
32	Provide and install required smoke alarms/carbon monoxide detector where required.	\$275	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ -
33	Repair/ replace existing wood side yard gate, remove existing security bars on windows.	\$675	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 675
34	Provide required permits	\$500	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 500
35	Remove all existing cabinet and repair any damaged done by removal haul away all debris.	\$998	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 998
36	Replace all cabinets in the kitchen according to Kitchen design diagram. With cognac finish and 42" uppers to ceiling height.	\$6,838	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 6,838
37	Install class C granite countertops at all locations with bullnose edge and backsplash.	\$3,216	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 3,216
38	Provide and install new stainless steel sink, faucet and garbage disposal.	\$985	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 985
39	Install additional GFCI in Kitchen countertops.	\$1,385	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ 1,385

518 E. Burnett (Revised February 1, 2016)

			% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
40	Remove door and jamb a kitchen to laundry location and move to accomodate kitchen cabinet and countertop. Frame and repair ready for paint.	\$698	0%	\$0		0%	\$0		\$0	\$ -	\$ 698
41	Install dedicated circuit for microwave and garbage disposal.	\$723	0%	\$0		0%	\$0		\$0	\$ -	\$ 723
42	Remove 2 ceiling fixtures and replace with 2 LEED fixtures.	\$425	0%	\$0		0%	\$0		\$0	\$ -	\$ 425
43	Remove undersized beam at kitchen to living room location and post supports in walls. Replace with 4"x8" header and 4"x6" post with all simpson hardware for code requirements. Patch ceiling and both walls and spray textue to match,	\$1,989	0%	\$0		0%	\$0		\$0	\$ -	\$ 1,989
44	Remove window in Kitchen next to laundry to make room for additional kitchen cabinets. Frame in opening and patch exterior opening.	\$1,240	0%	\$0		0%	\$0		\$0	\$ -	\$ 1,240
	and drywall interior spray texture to match.		0%	\$0		0%	\$0		\$0	\$ -	\$ -
	Laundry		0%	\$0		0%	\$0		\$0	\$ -	\$ -
45	Relocat all gas ,water, and vent for laundry hook ups to south side of laundry room wall for side by side washer and dryer.	\$1,389	0%	\$0		0%	\$0		\$0	\$ -	\$ 1,389
	Roof		0%	\$0		0%	\$0		\$0	\$ -	\$ -
46	Replace roof on house with tiitle 24 cool roof and replace all clay tiles on parapet wall.	\$7,690	0%	\$0		0%	\$0		\$0	\$ -	\$ 7,690
	Plumbing		0%	\$0		0%	\$0		\$0	\$ -	\$ -
47	Replace water heater with tankless heater to outside location. Run new 3/4" gas line from tankless to gas meter. Provide GFCI to code. outlet to tankless	\$2,890	0%	\$0		0%	\$0		\$0	\$ -	\$ 2,890
48	Remove all deteriorated waste lines through-out house and replace with ABS. Includes hook-up to clay pipe at driveway and all vents.	\$7,340	0%	\$0		0%	\$0		\$0	\$ -	\$ 7,340

518 E. Burnett (Revised February 1, 2016)

			% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
49	Repair concrete at walkway from waste replacement.		0%	\$0		0%	\$0		\$0	-	\$ 990
	Remove and replace all galvanized water pipes throughout house and replace with copper lines. Replace main water line from house to water meter in alley. Cut concrete from house to water meter and repair concrete.	\$990	0%	\$0		0%	\$0		\$0	-	\$ 6,998
50		\$6,998	0%	\$0		0%	\$0		\$0	-	\$ 3,280
51	Remove all old galvanized gas line and replace with black pipe. Relocate new lines to wall furnace, stove and dryer.	\$3,280	0%	\$0		0%	\$0		\$0	-	\$ 1,497
52	Repair concrete from main water meter to house.	\$1,497	0%	\$0		0%	\$0		\$0	-	\$ 3,163
53	Repair all plaster patches through-out house from plumbing, electrical, and heating work. Match texture as close as possible.	\$3,163	0%	\$0		0%	\$0		\$0	-	\$ 4,189
54	There are no heating units at this time in the unit. To heat properly it will require two units one in the kitchen /family room and one in the hallway. This will require us to cut out the walls for the units run the vents through the roof and supply the units.	\$4,189	0%	\$0		0%	\$0		\$0	-	\$ -
	Garage										
	Garage opening is not to standard width. The opening needs to be enlarged to a 10' opening. This will require a new 4" 12" header and 4"x6" supports on both sides to support opening. Repair stucco on the outside and drywall	\$2,198	0%	\$0		0%	\$0		\$0	-	\$ 2,198
55	Landscaping		0%	\$0		0%	\$0		\$0	-	\$ -
	Remove all dirt from front yard and easement in order to install D.G at both locations and water tolerant plants. Run irrigation to plants from water supply. Clean up and trim back existing plants.	\$3,885	0%	\$0		0%	\$0		\$0	-	\$ 3,885
56			0%	\$0		0%	\$0		\$0	-	\$ -
	Bathroom										

518 E. Burnett (Revised February 1, 2016)

		% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
57	Remove old tub and tile from walls. Replace tub and tile to ceiling and frame in opening to fit standard 5'-0" tub.	0%	\$3,894	\$0	0%	\$0	\$0	\$0	\$ -	\$ 3,894
58	Remove old window in shower and frame in opening and repair inside drywall and outside stucco.	0%	\$1,120	\$0	0%	\$0	\$0	\$0	\$ -	\$ 1,120
59	Replace shower fixture in shower.	0%	\$418	\$0	0%	\$0	\$0	\$0	\$ -	\$ 418
60	Remove and replace bathroom shower fan.	0%	\$346	\$0	0%	\$0	\$0	\$0	\$ -	\$ 346
61	Remove wall mounted light fixture and replace with 3light wall mounted fixture.	0%	\$248	\$0	0%	\$0	\$0	\$0	\$ -	\$ 248
62	Remove old water closet and replace with 1.6 gal water efficient toilet.	0%	\$496	\$0	0%	\$0	\$0	\$0	\$ -	\$ 496
63	Provide required permits.	0%	\$1,982	\$0	0%	\$0	\$0	\$0	\$ -	\$ 1,982
64	General Construction Remove approximately 920 sq ft. of 18"x18" floor tile in all rooms except closets	0%	\$1,896	\$0	0%	\$0	\$0	\$0	\$ -	\$ 1,896
65	Remove approximately 920 sq ft. of 12"x12" floor tile in all rooms except closets and screwed down wonder board.	0%	\$2,845	\$0	0%	\$0	\$0	\$0	\$ -	\$ 2,845
66	Repair floor from old floor heaters and add 1/2" plywood to flush out offsets in flooring from kitchen to living room and hallway	0%	\$1,528	\$0	0%	\$0	\$0	\$0	\$ -	\$ 1,528
67	Install and prep with wonder board approximately 520 sq.ft. of 12"x24" tile in Kitchen, Laundry, Living Rm, hallway and bathroom floor.	0%	\$6,018	\$0	0%	\$0	\$0	\$0	\$ -	\$ 6,018
68	Replace subflooring floor joist, rim joist and bottom plate and girders where termite damaged at Laundry room and Bathroom.	0%	\$2,910	\$0	0%	\$0	\$0	\$0	\$ -	\$ 2,910
69	Remove old doors in bedrooms bathroom and closets replace with 6 panel doors and all hardware.	0%	\$1,798	\$0	0%	\$0	\$0	\$0	\$ -	\$ 1,798
70	Closets have a pull chain style light that is missing. Install new light switch and new light in both closets.	0%	\$1,089	\$0	0%	\$0	\$0	\$0	\$ -	\$ 1,089
71	Install textured carpet and 1/2" pad with HUD approved carpet in 3 bedrooms.	0%	\$3,361	\$0	0%	\$0	\$0	\$0	\$ -	\$ 3,361
	Garage	0%	\$0	\$0	0%	\$0	\$0	\$0	\$ -	\$ -

518 E. Burnett (Revised February 1, 2016)

		% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
71	Garage west wall is collapsing and the adjacent north wall needs to be rebuilt. Demolish both walls and build temporary wall for support. reframe both walls to building code standards. Anchor sill plate every 4'-0" on center to existing concrete slab. Lath and stucco outside both walls scratch,brown and finish coat. Frame for garage pass through door opening in order to install new door.Drywall interior walls and reset existing electrical switch and outlet. Haul away all debris.	0%	\$0		0%	\$0		\$0	\$ -	\$ 5,996
72	Kitchen install outlet for dishwasher and drain with vent.	0%	\$0		0%	\$0		\$0	\$ -	\$ 562
73	Relocate light at front door entrance for clearance and replace with Led light fixture. Enlarge opening form kitchen to laundry and wrap with drywall and finish, also change opening to allow for refrigerator to fit from kitchen to hallway and wrap with drywall and finish.	0%	\$0		0%	\$0		\$0	\$ -	\$ 392
74	Provide required permits.	0%	\$0		0%	\$0		\$0	\$ -	\$ 598
75		0%	\$0		0%	\$0		\$0	\$ -	\$ 2,189
	PROJECT TOTAL									\$132,582

\$132,582

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 April Apodaca at (562) 570-6611 or april.apodaca@longbeach.gov.

Company Name: Pacific Western
 Type of Agreement: Purchase Order
(i.e. Purchase Order / Contract)
 Total Amount: \$132,582.00

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? 1
 - c. How many part-time positions? 0
 - 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.

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