

# 32245

## Neighborhood Stabilization Program Rehabilitation Contract

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This Neighborhood Stabilization Program Rehabilitation Contract is between the **City of Long Beach** (hereinafter "City"), and **Schmitz Construction, State License No.604299**, whose business address is **10301 Longden Street, Cypress, CA 90630** (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 **1960 Myrtle Ave., 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 have no force or effect unless and until executed by City and Contractor, and a copy is delivered to Contractor with a Notice to Proceed date. If an executed copy of this Contract with Notice to Proceed date is not delivered within 30 calendar days, neither City nor Contractor shall be bound by the terms of this Contract. If, however, an executed copy of this Contract with Notice to Proceed date is delivered after that date, and Contractor subsequently performs work on, or delivers materials to the Property, both parties shall be bound by this Contract. Contractor shall not be compensated under this Contract for work commenced, or materials delivered to the Property before the Notice to Proceed date.

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 **05/9/2011**. 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 within 7 calendar days after the Notice to Proceed date. 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 **60 calendar days** after the Notice to Proceed 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 **Fifteen Thousand Six Hundred Sixty Six Dollars and 00/100 (\$15,666.00)**.

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 35<sup>th</sup> 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) have been reduced by the holdback percentage (15%), specified in Part I, Paragraph 5.

Contractor shall be entitled to request:

**\$ 4,438.70**, when Work Write-up items listed in Contractor's invoice totaling **33-1/3%** of the contract price has been completed.

**\$4,438.70**, when Work Write-up items listed in Contractor's invoice totaling **66-2/3%** of the contract price has been completed.

**\$4,438.70**, when all Work Write-up items have been accepted by City as completed.


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.

**\$2,349.90**, 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

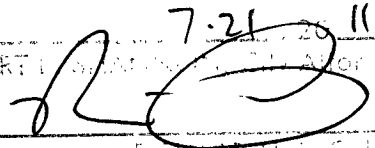
  
\_\_\_\_\_  
Schmitz Construction, Contractor

7/26/11  
Date

7-15-11  
Date

APPROVED AS TO FORM

3

7-21-11  
ROBERT L. STANLEY, City Engineer  
By   
\_\_\_\_\_  
ROBERT L. STANLEY, City Engineer

**Delivered to Contractor and Notice to Proceed given on \_\_\_\_\_**

## **Part II. Standard Terms**

**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., 3<sup>rd</sup> 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 05/9/2011.**

# City of Long Beach

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

## WORK SPECIFICATION- CONTRACTOR BID PROPOSAL

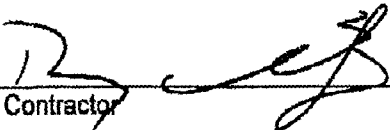
Property Owner:	Brenda Clapper	Inspection Date:	5/9/2011
Address of Property:	1960 Myrtle	Inspected by:	
Zip Code:	90806	Charge Point:	
Owner's Phone Number:	323-620-0842	Loan Officer:	
Year Built:	1915	State Contractor License Number:	604299
Contractor:	<u>Schmitz Construction</u>	Expiration Date:	
Address:	<u>10301 Longden</u>	Tax ID # or	
	<u>Cypress, CA 90630</u>	Social Security #:	
Telephone:	<u>714-240-3705</u>	Ethnicity:	

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

\$ 15666

### Acceptance of attached Work Specification and Bid Proposal

 7/20/11  
City Of Long Beach Date

 7-19-11  
Contractor Date

Reviewed and Approved \_\_\_\_\_ Date \_\_\_\_\_

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

OPTIONAL CONTRACT DOCUMENT

140209U/1

P.4

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**

HOUSE ESTIMATE: 1960 Myrtle Ave.

% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
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**EXTERIOR:**

(1)	<b>Priority Code A:</b> Remove loose and peeling paint finish that contains lead on exterior doors, windows and roof trim components. Encapsulate, prepare and paint using Safe Lead Work Practices. Repair, prepare and paint existing deteriorated starter boards at eaves, south side, using Safe Lead Work Practices.	\$	2,200.00	0%	\$0		0%	\$0		\$0		
(2)	<b>Priority Code A:</b> Provide and install missing roof to wall flashings as needed. Remove and replace water heater with tankless unit to be relocated at kitchen east wall.	\$	200.00	0%	\$0		0%	\$0		\$0		
(3)	<b>Priority Code A:</b> Repair deteriorated vertical boards at driveway gates, prepare and paint using Safe Lead Work Practices.	\$	250.00	0%	\$0		0%	\$0		\$0		
(4)	<b>Priority Code A:</b> Provide and install missing window screens as needed.	\$	120.00	0%	\$0		0%	\$0		\$0		
(5)	<b>Priority Code A:</b> Provide and install missing front dead electrical panel and label	\$	100.00	0%	\$0		0%	\$0		\$0		

**HOUSE ESTIMATE: 1960 Myrtle Ave.**

			% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
(6)	<b>Priority Code A:</b> Remove existing illegal addition at rear, off Kitchen. Remove all walls, ceiling, roof, electrical and plumbing lines within addition. Continue existing roof line, patch stucco and interior plaster, prepare and paint as needed using Safe Lead Work Practices.	\$	4,500.00	0%	\$0		0%	\$0		\$0	
(7)	<b>Priority Code A:</b> Relocate existing washer and dryer hook ups to interior of Kitchen on east wall. Installation to conform to code requirements.	\$	950.00	0%	\$0		0%	\$0		\$0	
<b><u>LIVING / DINING ROOM:</u></b>											
(8)	<b>Priority Code A:</b> Remove existing wood furr down detail at front door as it encroaches into required head height.	\$	20.00	0%	\$0		0%	\$0		\$0	
(9)	<b>Priority Code A:</b> Remove and replace existing front door, jamb and hardware.	\$	575.00	0%	\$0		0%	\$0		\$0	
(10)	<b>Priority Code A:</b> Refinish existing wood parquet flooring. Approx. 400 sq. ft.	\$	1,200.00	0%	\$0		0%	\$0		\$0	
(11)	<b>Priority Code A:</b> Correct unlevel floor system at interior north and east wall of Living / Dining Room. Shore up and replace or repair existing floor joists, beams and concrete piers as necessary.	\$	1,000.00	0%	\$0		0%	\$0		\$0	
<b><u>DINING ROOM:</u></b>											

**HOUSE ESTIMATE: 1960 Myrtle Ave.**

(12) **Priority Code A:** Refinish existing wood parquet flooring. Approx. 140 sq. ft. \$

(13) **Priority Code A:** Cut door bottom to door to Bedroom as it rubs on wood floor. \$

**KITCHEN:**

(14) **Priority Code A:** Provide and install exterior solid core door, and hardware into existing frame on east wall. \$

(15) **Priority Code A:** Remove existing illegal cord wiring above and at interior of upper cabinets. \$

**BEDROOM (Northeast):**

(16) **Priority Code A:** Provide and install carpet and pad. Approx. 160 sq. ft. \$

**BATH:**

(17) **Priority Code A:** Provide and install GFCI receptacle at Laundry area. \$

(18) **Priority Code A:** Refinish existing tub. Provide freestanding shower curtain to conform to tub. \$

			% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
	420.00		0%	\$0		0%	\$0		\$0		
	20.00		0%	\$0		0%	\$0		\$0		
	300.00		0%	\$0		0%	\$0		\$0		
	20.00		0%	\$0		0%	\$0		\$0		
	480.00		0%	\$0		0%	\$0		\$0		
	30.00		0%	\$0		0%	\$0		\$0		
	450.00		0%	\$0		0%	\$0		\$0		



				% complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
<b>HOUSE ESTIMATE: 1960 Myrtle Ave.</b>												
(19)	<b>Priority Code A:</b>	Provide and install new linen door.	\$	125.00	0%	\$0	0%	\$0		\$0		
(20)	<b>Priority Code A:</b>	Remove and replace existing damaged tile floor with Marmoleum Flooring material. Approx. 84 sq. ft.	\$	850.00	0%	\$0	0%	\$0		\$0		
<b><u>BEDROOM (Front off Living Room):</u></b>												
(21)	<b>Priority Code A:</b>	Refinish existing wood parquet flooring. Approx. 132 sq.ft.	\$	396.00	0%	\$0	0%	\$0		\$0		
(22)	<b>Priority Code A:</b>	Provide and install mirror bypass closet doors.	\$	160.00	0%	\$0	0%	\$0		\$0		

**GENERAL CONSTRUCTION ITEMS:**

(23)	<b>Priority Code A:</b>	Provide and install smoke detectors as needed.	\$	200.00	0%	\$0	0%	\$0		\$0		
(24)	<b>Priority Code A:</b>	Provide necessary Permits for entire job.	\$	900.00	0%	\$0	0%	\$0		\$0		
(25)	<b>Priority Code A:</b>	Remove, replace and correct plumbing drain, trap and water supply lines that are not an approved installation.	\$	200.00	0%	\$0	0%	\$0		\$0		

***PROJECT TOTAL***

\$ 15,666.00

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: SCHMITZ CONSTRUCTION

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

Total Amount: \_\_\_\_\_

1. How many people (including yourself) are employed by your firm? 6

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

2. Did you create any new positions in order to assist you with this project? NO

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

b. How many full-time positions? N/A

c. How many part-time positions? N/A

i. Estimated weekly hours worked by this/these part-time employee(s) 0

3. How long do you expect to employ any persons identified in Item 2? N/A

4. Did you retain any positions in order to assist you with this project? NO  
(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? N/A  
(i.e. journeyman, administrative, professional etc.)

b. How many full-time positions? N/A

c. How many part-time positions? N/A

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

5. How long do you expect to employ any persons identified in Item 4? N/A

*Optional*

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

White	<u>67</u> %
Black/African American	<u>        </u> %
Asian	<u>        </u> %
American Indian/Alaskan Native	<u>        </u> %
Native Hawaiian/Other Pacific Islander	<u>        </u> %
American Islander/Alaskan Native & White	<u>        </u> %
Asian & White	<u>        </u> %
Black/African American & White	<u>        </u> %
Amer. Indian/Alaskan Native & Black/African American	<u>        </u> %
Other multi-racial <i>MEXICAN AMERICAN</i>	<u>33</u> %

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

(please circle)