

ORIGINAL

31468

Neighborhood Stabilization Program Rehabilitation Contract

This Neighborhood Stabilization Program Rehabilitation Contract is between the **City of Long Beach** (hereinafter "**City**"), and **Villacorta Pacific Construction, Inc., State License No.909421**, whose business address is **12470 Highland Drive, Tustin, CA 92782** (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 **333 E. Neece, Long Beach, California 90805-2209** (hereinafter "**Property**").

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 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 **August 10, 2009**. 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 of Completion 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 ***Fifty Six Thousand Eight Hundred Sixty Six and no Dollars and 00/100 (\$56,866.00)**.

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 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 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 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 of 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:

\$ 16,112.03, when Work Write-up items listed in Contractor's invoice totaling **33-1/3%** of the contract price has been completed.

\$16,112.03, when Work Write-up items listed in Contractor's invoice totaling **66-2/3%** of the contract price has been completed.

\$16,112.04, when all Work Write-up items have been accepted by City as completed.

Additionally:


City shall execute a **Notice of Completion** and cause it to be recorded.

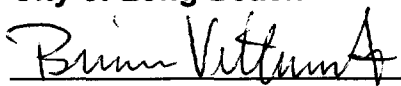
Contractor shall provide City with a **Standard Notice of Work Completed and Not Completed** report from a company licensed by the California Structural Pest Control Board. Also, any work not completed by the pest control company, but recommended in the initial pest control inspection report, shall have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

\$8,529.90, 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


Villacorta Pacific Construction, Inc. - Contractor

12/23/09
Date
10/5/09
Date

APPROVED AS TO FORM
12-16, 2009
ROBERT E. SHANNON, City Attorney
By 

RICHARD ANTHONY
DEPUTY CITY ATTORNEY

Delivered to Contractor and Notice to Proceed given on _____

Part II. Standard Terms

Insurance. 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, and its officials, employees, and agents, 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.

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. 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 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. The United States Government, City, and their designees shall have the right to inspect all work performed under this Contract. Contractor will take all steps necessary to assure that the Government, City, or their designees are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. 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 vendor 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. Other Contractors. During the time for performance of work under this Contract, City shall not have 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.

14. Cooperation of City. While this Contract is in force, City shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work. City shall 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.

15. 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.

16. 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.

17. 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.

18. 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 August 10, 2009

Att: Rikki Page
Pages: 11
570-6815

City of Long Beach

444 Ocean Blvd., Seventeenth Floor, Long Beach, CA 90802
(562) 570-6083 - (562)-570-6815 Fax

WORK SPECIFICATION- CONTRACTOR BID PROPOSAL

Property Owner: NSP
Address of Property: 333 E. Neece
Zip Code:
Owner's Phone Number: 562-570-6083

Inspection Date: 8/10/09
Inspected by: Rikki Page
Charge Point:
Loan Officer Christy Valley

Year Built:
Contractor: **VILLACORTA PACIFIC
CONSTRUCTION INC.**

State Contractor License
Number: 909421

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

Address: 12470 HIGHLAND DRIVE
TUSTIN, CA 92782

Expiration Date: 03/31/10
Tax ID # or
Social Security #: [REDACTED]

\$ 56,866.00

Telephone: (562) 682-1510

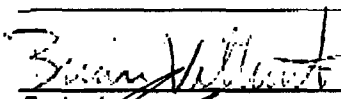
Ethnicity: Hispanic

Fifty-six Thousand Eight Hundred and Sixty-Six
Dollars


Acceptance of attached Work Specification and Bid Proposal

All work to be performed shall be in conformance with Long Beach City Codes and Ordinances. Contractor is responsible for property line designation, property 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.

Date



Contractor Date 9/9/09



Reviewed and Approved Date 10-5-09

333 E. Neece St. NSP

(1) **Detached Two Car Garage:** Replace all deteriorated fascia.

\$ 968.00

Contractor's Comments: Price includes labor, new materials, and existing material disposal to replace all deteriorated fascia.

(1A) **Remove all drywall and nonconforming framing.** Reinstall hardware for existing garage door.

\$ 238.00

Contractor's Comments: Price includes labor, materials, and disposal to deconstruct wall partitions and nonconforming wood framing in detached garage and reinstall garage door hardware. To minimize demolition waste generated to landfills, Contractor will carefully deconstruct wall partitions and inspect wood framing and drywall for re-use in new wall installations (green building design elements).

(1B) **Remove two non compliant windows and seal.**

\$ 475.00

Contractor's Comments: To preserve the useful value of materials through reuse, Contractor will recycle wood framing and drywall removed from the garage deconstruction for garage window wall repair (green building design elements). Price includes labor and materials to seal garage window and match exterior stucco finish.

(2) **Plumbing:** Replace copper plumbing under house.

\$ 1,788.00

Contractor's Comments: Price includes all labor and materials to re-pipe house plumbing with copper piping and complete wall repair.

	%Complete	Payment	Int.	% complete	Payment	Int.	Paid to date	Balance Due	Ret. 15%
(1) Detached Two Car Garage: Replace all deteriorated fascia.	0%	\$0		0%	\$0		\$0	\$ 823	\$ 145
(1A) Remove all drywall and nonconforming framing. Reinstall hardware for existing garage door.	0%	\$0		0%	\$0		\$0	\$ 202	\$ 36
(1B) Remove two non compliant windows and seal.	0%	\$0		0%	\$0		\$0	\$ 404	\$ 71
(2) Plumbing: Replace copper plumbing under house.	0%	\$0		0%	\$0		\$0	\$ 1,620	\$ 268

333 E. Neece St. NSP		%Complete	Payment	Intl.	% complete	Payment	Intl.	Paid to date	Balance Due	Ret. 15%
(2A)	Remove all noncompliant plumbing from interior and exterior of detached garage.	0%	\$0		0%	\$0		\$0	\$ 490	\$ 88
<p>Contractor's Comments: Price includes labor to remove noncompliant plumbing from interior/exterior detached garage. Contractor will manifold hot/cold water supply and sewer piping with adequate space for installation of clothes washer and dryer appliances in the space vacated. All other plumbing will be capped and sealed.</p>										
(2B)	Install laundry facility in detached garage.	0%	\$0		0%	\$0		\$0	\$ 944	\$ 187
<p>Contractor's Comments: Price includes labor and appliances to install GE brand 3.2 cu.ft. capacity top loading washing machine and GE brand 5.8 cu.ft. capacity gas dryer.</p> <p>GREEN OPTION: HUD strongly recommends projects to incorporate energy efficiency into the design. If City considers viable, Contractor can supply an Energy-Star certified GE brand 4.1 cu.ft. capacity top loading washing machine for an additional cost of \$200.00. Energy-Star distinguishes energy efficient products which, although cost more to purchase than standard models, will pay back in lower energy bills within a reasonable amount of time.</p>										
(2C)	Replace 40 gallon water heater with tankless.									\$ 165
<p>Contractor's Comments: Price includes labor and materials to remove and dispose existing 40 gallon water heater and installation of Bosch 4.3 gpm natural gas tankless water heater.</p> <p>GREEN OPTION: HUD strongly recommends projects to incorporate energy efficiency into the design. If City considers viable, Contractor can supply an Energy-Star certified Bosch 6.4 gpm natural gas tankless heater for an additional cost of \$600.00. Energy-Star distinguishes energy efficient products which, although cost more to purchase than standard models, will pay back in lower energy bills within a reasonable amount of time.</p>										

			%Complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
333 E. Neece St. NSP											
(2A)	Remove all noncompliant plumbing from interior and exterior of detached garage.	\$ 576.00	0%	\$0		0%	\$0		\$0	\$ 490	\$ 86
Contractor's Comments: Price includes labor to remove noncompliant plumbing from interior/exterior detached garage. Contractor will manifold hot/cold water supply and sewer piping with adequate space for installation of clothes washer and dryer appliances in the space vacated. All other plumbing will be capped and sealed.											
(2B)	Install laundry facility in detached garage.	\$ 1,111.00	0%	\$0		0%	\$0		\$0	\$ 944	\$ 167
Contractor's Comments: Price includes labor and appliances to install GE brand 3.2 cu.ft. capacity top loading washing machine and GE brand 5.8 cu.ft. capacity gas dryer.											
GREEN OPTION: HUD strongly recommends projects to incorporate energy efficiency into the design. If City considers viable, Contractor can supply an Energy-Star certified GE brand 4.1 cu.ft. capacity top loading washing machine for an additional cost of \$200.00. Energy-Star distinguishes energy efficient products which, although cost more to purchase than standard models, will pay back in lower energy bills within a reasonable amount of time.											
(2C)	Replace 40 gallon water heater with tankless.	\$ 1,102.00									\$ 165
Contractor's Comments: Price includes labor and materials to remove and dispose existing 40 gallon water heater and installation of Bosch 4.3 gpm natural gas tankless water heater.											
GREEN OPTION: HUD strongly recommends projects to incorporate energy efficiency into the design. If City considers viable, Contractor can supply an Energy-Star certified Bosch 6.4 gpm natural gas tankless heater for an additional cost of \$600.00. Energy-Star distinguishes energy efficient products which, although cost more to purchase than standard models, will pay back in lower energy bills within a reasonable amount of time.											

333 E. Neece St. NSP

(20) Remove shower enclosure and seal existing window. Install prefabricated tub/shower unit and Delta fixture. Patch tile floor as near as possible.

Contractor's Comments: Price includes labor and materials to remove and dispose existing tile shower enclosure and install new standard polystyrene AquaGlass-Venture tub wall enclosure, American Standard white Americast tub and Delta SS single handle faucet set.

GREEN OPTION: HUD strongly recommends projects to incorporate energy efficiency into the design. If City considers viable, Contractor can supply an Earth low-flow showerhead (1.5 gpm) for an additional cost of \$50.

(3) Attached Single Car Garage Conversion: \$ 15,509.00

Remove existing single car garage door. Frame and install 4'H x 5'L vinyl Low-3 window. NOTE: Garage to be converted into family room. Provide all necessary permits and approved plans for conversion.

Contractor's Comments: Price includes labor and materials to develop floor and site plans, secure building permits, deconstruct noncompliant drywall/framing/flooring, remove and seal garage door/window/door openings, installation of ceiling joists, installation of stairway railing and steps, installation of rough/final electrical, installation of wall/ceiling insulation, installation of drywall/texture/paint, installation of exterior lath/stucco, installation of wall furnace and exhaust ductwork, installation of carpeting, and schedule all associated City inspections.

	%Complete	Payment	Int.	% complete	Payment	Int.	Paid to date	Balance Due	Ret. 15%
(20) Remove shower enclosure and seal existing window. Install prefabricated tub/shower unit and Delta fixture. Patch tile floor as near as possible.									\$ 320
(3) Attached Single Car Garage Conversion:	0%	\$0		0%	\$0		\$0	\$ 13,183	\$ 2,326

333 E. Neace St. NSP

(3A) Remove drywall housing on ceiling, water heater enclosure, existing window and access door. Seal window, access door and waterheater opening. Complete insulation and drywall.

Contractor's Comments: To minimize demolition waste generated to landfills, Contractor will carefully deconstruct wall partitions and inspect wood framing and drywll for re-use in new wall installations (green building design elements). Price Included In Bid Item #3.

(3B) Install code compliant steps and hand rail. \$ 550.00

Contractor's Comments: Price included in Bid Item #3.

(3C) Install supply and energy efficient electric wall heater. \$ 1,272.00

Contractor's Comments: Contractor to remove and dispose existing wall furnace and install 71% efficiency Williams single-wall vent furnace (25,000 BTU/hr) with exhaust vent to roof. The existing analog thermostat will be replaced with a programmable thermostat to preset temperatures and offer greater control over energy use. Price Included In Bid Item #3.

(3D) Install biodegradable carpet and pad - approximately 180 s/f - include steps. \$ 1,509.00

Contractor's Comments: Price includes labor and materials to install 180 s/f of EverWeave brand Dolomite bio-carpet with Etertia 100% natural padding (green building design elements). Price included in Bid Item #3.

	%Complete	Payment		% complete	Payment		Paid to date	Balance Due	Ret. 15%
			Init.			Init.			
(3A) Remove drywall housing on ceiling, water heater enclosure, existing window and access door. Seal window, access door and waterheater opening. Complete insulation and drywall.	0%	\$0		0%	\$0		\$0	\$ 477	\$ 84
(3B) Install code compliant steps and hand rail.	0%	\$0		0%	\$0		\$0	\$ 468	\$ 83
(3C) Install supply and energy efficient electric wall heater.	0%	\$0		0%	\$0		\$0	\$ 1,081	\$ 191
(3D) Install biodegradable carpet and pad - approximately 180 s/f - include steps.	0%	\$0		0%	\$0		\$0	\$ 1,283	\$ 226

333 E. Neece St. NSP		%Complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
(4)	Electrical: Rewire electrical to meet current codes. Include detached garage.	\$	2,160.00	0%	\$0	0%	\$0	\$0	\$ 1,836	\$ 324
	Contractor's Comments: <i>Price includes labor and materials to re-wire 3-wire Romex cable throughout existing house, including detached garage, and to replace damaged electrical panel with new 100 Amp circuit breaker panel service.</i>									
(4A)	Replace damaged electrical panel.	\$	1,800.00	0%	\$0	0%	\$0	\$0	\$ 1,530	\$ 270
	Contractor's Comments: <i>Price included in Bid Item #4.</i>									
(4B)	Install 3 security lights. At entry and rear of house and at detached garage entry.	\$	340.00	0%	\$0	0%	\$0	\$0	\$ 289	\$ 51
	Contractor's Comments: <i>Price includes all labor and materials to install decorative white ceiling flush mount exterior lighting at front entry and Heath Zenith mollar sensing security lighting with lamp shields at rear of house and at detached garage entry.</i>									
(4C)	Install decorative flourescent light in kitchen.	\$	83.00	0%	\$0	0%	\$0	\$0	\$ 71	\$ 12
	Contractor's Comments: <i>Price includes labor and materials to install Metalux 2'x2' flourescent lamp.</i>									
(4D)	Install supply and 2 speed exhaust fan with light in kitchen	\$	42.00	0%	\$0	0%	\$0	\$0	\$ 36	\$ 6
	Contractor's Comments: <i>Price includes labor and materials to install Broan standard exhaust fan.</i>									
(4E)	Replace 3/4 horse garbage disposer.	\$	150.00	0%	\$0	0%	\$0	\$0	\$ 128	\$ 23
	Contractor's Comments: <i>Price includes labor and materials to install standard 3/4 HP InSinkErator garbage disposal.</i>									
	GREEN OPTION: <i>If City considers viable, Contractor can install noise reducing 3/4 HP InSinkErator garbage disposal (with SoundSeat Technology) to minimize indoor noise pollution for an additional cost of \$115.</i>									

333 E. Neece St. NSP		%Complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
(4F)	Install supply and exhaust fan with light in bathroom.	0%	\$0		0%	\$0		\$0	\$ 583	\$ 99
Contractor's Comments: Contractor to install 70 cfm Broan vent fan with light and install exhaust vent to roof. Price included in Bid Item #2D.										
(5)	Interior: Replace 7 interior door knobs. Replace 10 cabinet pulls on built in draws and linen closet.	0%	\$0		0%	\$0		\$0	\$ 155	\$ 27
Contractor's Comments: Price includes labor and materials to install 7 interior standard door knobs and 10 standard cabinet pulls to drawers and linen closet doors.										
(5A)	Remove built-in iron board and overhead cabinet on north east corner in kitchen and patch wall.	0%	\$0		0%	\$0		\$0	\$ 101	\$ 18
Contractor's Comments: Price includes labor and materials to remove built-in iron board and overhead cabinet and drywall repair.										
(5B)	Repair two 12" x 14" areas of hardwood flooring. Stagger joints to match existing.	0%	\$0		0%	\$0		\$0	\$ 317	\$ 56
Contractor's Comments: Price includes labor and materials to repair hardwood flooring sections.										
(5C)	Refinish existing hardwood flooring in livingroom and hall. Apply 3 coats of varnish, sand between coats.	0%	\$0		0%	\$0		\$0	\$ 1,178	\$ 208
Contractor's Comments: Price includes labor and materials to refinish existing hardwood flooring to livingroom and hallway.										

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(5D) Prepare interior for paint by repairing all damaged or deteriorated areas and apply VOC products to all surfaces. Include ceilings, kitchen cabinets and closet interiors.

Contractor's Comments: Price includes labor and materials to patch damaged interior wall areas and apply Dunn Edwards brand low VOC interior paint to all surfaces. All loose, chipped, peeling, and otherwise deteriorated finishes shall be scraped and wire brushed as needed to provide a clean solid surface ready for priming or finishing, free of foreign materials, grit, dust, rust, oil or grease.

(5E) Repair bedroom closet door frames and guides and install closet doors. (6 total)

Contractor's Comments: Price includes labor and materials to install closet doors with replacement frame and guides to three bedroom closet sets.

(6) Kitchen: Replace 4 kitchen base cabinet doors with paint grade - match as near as possible.

Contractor's Comments: Price includes labor and materials to replace kitchen base cabinet doors.

(6A) Install additional 36" base cabinet next to refrigerator and stove (Two separate 36" base cabinets).

Contractor's Comments: Price includes labor and materials to install MDF-paint primed base cabinetry.

(6B) Install 36" overhead above new corner base and 36" overhead above range.

Contractor's Comments: Price includes labor and materials to install MDF-paint primed wall cabinetry.

		%Complete	Payment	Init.	% complete	Payment	Init.	Paid to date	Balance Due	Ret. 15%
	\$ 3,259.00	0%			0%	\$0		\$0	\$ 2,770	\$ 489
	\$ 480.00	0%	\$0		0%	\$0		\$0	\$ 408	\$ 72
	\$ 76.00	0%	\$0		0%	\$0		\$0	\$ 65	\$ 11
	\$ 428.00	0%	\$0		0%	\$0		\$0	\$ 384	\$ 64
	\$ 360.00	0%	\$0		0%	\$0		\$0	\$ 306	\$ 54

										Paid to			
333 E. Neece St. NSP		%Complete	Payment	Int.	% complete	Payment	Int.	date	Balance Due	Ret.	15%		
(6C)	RegROUT and secure loose tile counter. Install tile counters on two new 36" base cabinets. New tile to match existing as near as possible with two full rows of backsplash.	0%	\$0		0%	\$0			\$0	\$ 711	\$ 126		
<p><i>Contractor's Comments: Price Includes labor and materials to regROUT loose kitchen sink counter tiles and install new tile countertops to new base cabinets with backsplash.</i></p>													
(6D)	Repair kitchen flooring by matching existing product near as possible.	0%	\$0		0%	\$0			\$0	\$ 65	\$ 11		
<p><i>Contractor's Comments: Price includes labor and materials to repair kitchen flooring.</i></p>													
(7)	Exterior: Repair rear exit door frame and replace paint grade exterior door. Install hardware per specifications.	0%	\$0		0%	\$0			\$0	\$ 819	\$ 146		
<p><i>Contractor's Comments: Price Includes labor and materials to replace exterior exit door with solid core birch wood door and Schlage model (A52WD) lockset and butt hinge hardware.</i></p>													
(7A)	Replace 9 windows with vinyl Low E - Title 24 compliant units. Sash style, no grids.	0%	\$0		0%	\$0			\$0	\$ 4,367	\$ 771		
<p><i>Contractor's Comments: Price Includes all labor and materials to remove and dispose existing windows and install 9 replacement vinyl windows. Replacement vinyl windows were specified so homeowner may qualify for Energy-Efficient Tax Credit of up to 30% for purchasing energy efficient windows which help homes stay warmer in the winter and cooler in the summer (Low E (Type III), Argon gas filled between panes, 0.3 U-Factor, 0.3 Solar Heat Gain Coefficient). Low E-Type III windows minimize the amount of heat energy transmitted through the glazing. All window trims, exterior door trims and other exterior openings will be caulked with an exterior caulking compound to provide a weatherproof surface.</i></p>													

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(7B) Prepare exterior wood surfaces of house and garage. Apply primer/paint on all wood surfaces. Match stucco patch areas.

\$ 3,338.00

Contractor's Comments: Price includes labor and materials to repair damaged exterior stucco and wood trims (including dryrot) and apply exterior primer to wood surfaces and paint to all surfaces. All loose, chipped, peeling, and otherwise deteriorated finishes shall be scraped and wire brushed as needed to provide a clean solid surface ready for priming or finishing, free of foreign materials, grit, dust, rust, oil or grease.

GREEN OPTION: If City considers viable, Contractor can supply Dunn Edwards brand low VOC exterior paint to all surfaces for an additional cost of \$200.

(7C) Attached landscaping is for reference only. Location and lineal footage is within the interior of the entry courtyard.

\$ 4,234.00

Contractor's Comments: Price includes labor and materials to install low maintenance shrubs/plants and irrigation system in accordance with submitted planting and irrigation plans. Plant quantities/types are listed in attached plant selection list.

(7D) Replace crawl vents.

\$ 160.00

Contractor's Comments: Price includes labor and materials to replace damaged foundation vent screens.

(8) Provide building permit and final building sign-off. Post permit on site.

\$ 1,724.00

Contractor's Comments: Price based on the City Building Department permit fees to rehabilitate property using the valuation method on the overall cost of the rehab project (\$50,001 to \$100,000).

	%Complete	Payment	init.	% complete	Payment	init.	Paid to date	Balance Due	Ret. 15%
(7B) Prepare exterior wood surfaces of house and garage. Apply primer/paint on all wood surfaces. Match stucco patch areas.	0%	\$0		0%	\$0		\$0	\$ 2,837	\$ 501
(7C) Attached landscaping is for reference only. Location and lineal footage is within the interior of the entry courtyard.	0%	\$0		0%	\$0		\$0	\$ 3,599	\$ 635
(7D) Replace crawl vents.	0%	\$0		0%	\$0		\$0	\$ 136	\$ 24
(8) Provide building permit and final building sign-off. Post permit on site.	0%	\$0		0%	\$0		\$0	\$ 1,465	\$ 259

333 E. Neece St. NSP

(6) Contractor to provide chemical treatment and recommended repairs per attached report.

\$ 700.00

Contractor's Comments: Price includes labor and materials to fumigate house to remaining areas identified in the Wood Destroying Pests and Organisms Inspection Report dated 8/14/2009 completed by Orkin. Fumigation will only be completed to the identified areas remaining after demolition and dryrot replacement is completed by the Contractor.

	%Complete	Payment	Int.	% complete	Payment	Int.	Paid to date	Balance Due	Ret. 15%
	0%	\$0		0%	\$0		\$0	\$ 695	\$ 105
PROJECT TOTAL		\$ 56,866.00					\$ -	\$ 45,584	\$ 8,530