

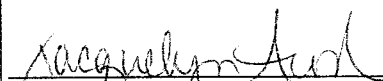


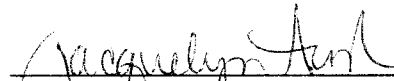
# City of Carson

## Report to Mayor and City Council

December 3, 2013  
New Business Consent

**SUBJECT: CONSIDER AUTHORIZATION TO FUND A CONSTRUCTION CONTRACT FOR THE COMMERCIAL FAÇADE IMPROVEMENT PROJECT LOCATED AT 333-341 WEST CARSON STREET**

  
Submitted by Jacquelyn Acosta  
Acting City Manager

  
Approved by Jacquelyn Acosta  
Acting City Manager

### **I. SUMMARY**

A commercial façade improvement project is proposed for the property located at 333-341 W. Carson Street (APN 7343009078) located within the Community Development Block Grant (CDBG) designated Slum and Blight Area. These were originally two buildings constructed in 1948, one a house and the other a sub-standard commercial building, to be updated to commercial requirements as required by the City's zoning ordinance. The funding for the project will be provided by CDBG funds.

### **II. RECOMMENDATION**

TAKE the following actions:

1. AUTHORIZE the funding for a construction contract for a commercial façade improvement project located at 333-341 W. Carson Street in the amount of \$144,861.50.
2. AUTHORIZE the Mayor to execute the Façade Improvement Program Agreement between the city and the property owner following the funding approval and approval as to form by the City Attorney.

### **III. ALTERNATIVES**

1. REJECT the bids.
2. TAKE another action the City Council deems appropriate.

### **IV. BACKGROUND**

The commercial façade improvement project will make the two buildings fully commercial. The property owner, Juanita Myles, has made significant building improvements to the interior at her own expense. The majority of the costs were for Americans with Disabilities Act (ADA) compliance, requiring significant modifications to doorways, hallways and restrooms. The city's participation is only on the exterior of the property. The proposed work is demolition, construction, repair and remodel for both ADA compliance and aesthetic improvements.

8

This is the third commercial façade improvement project on Carson Street. The other two were Carson Car Wash and Tita Celia's Restaurant, which was recently completed. These projects have added significantly to the visual appeal of Carson Street and will work well with the major improvements planned along the public right-of-way.

The City received five responsive bids. All are within the engineer's estimate of \$203,000.00. HUD funding for CDBG requires at least three bids. The lowest responsive and responsible bid was by Corral Construction. Following are the five bids:

<b>Bidder</b>	<b>Bid</b>
VV & G Construction, Los Angeles	\$149,900.00
Ever Builders, Torrance	\$159,900.00
Fast-Track Construction, Culver City	\$172,162.00
Robert H. Trapenberg, Los Angeles	\$156,011.50
Corral Construction, Commerce	\$144,861.50

Based on the façade improvement program allowance of \$450.00 per lineal feet of building frontage facing or visible from a street and \$150.00 per lineal feet of building frontage indirectly visible, the project qualifies for a maximum grant of \$121,500.00 for the two buildings. On top of that amount, the owner will invest \$11,680.75 of her own money, qualifying her for an additional \$11,680.75 in a CDBG matching grant. This totals the lowest bid of \$144,861.50.

A project that is funded by federal CDBG program funds is required to incorporate the provisions of the Davis Bacon and Related Acts (DBRA) and the Section 3 employment requirements. Under the DBRA regulations, any project over \$2,000.00 must require contractors to pay their employees based on prevailing wage requirements of the Davis-Bacon and Related Acts. Also, the California Department of Labor designates these types of projects as Public Projects and requires compliance with state prevailing wage requirements. In the event of a conflict between federal and state wage rates, the higher of the two will prevail. Corral Construcion included the DBRA wage standards in its bid submittal and has experience in complying with these requirements.

Contracts of \$100,000.00 or more are subject to the Section 3 construction contract provisions. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business concern. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are

December 3, 2013

recipients of HUD assistance for housing. A bid preference is available to contractors who submit a reasonable bid and commit to achieving the Section 3 employment or subcontracting goals. First preference will be given to bidders who are a Section 3 business at the time of bid. Second preference will be given to bidders who make a written commitment to meet the Section 3 goals through hiring and subcontracting. Corral Construction has submitted the required documentation as a Section 3 business.

Proper bidding process was used and the selected contractor is the lowest and most responsive bidder. The project will provide the needed enhancements to the subject property. The project is an appropriate use of CDBG funds.

The execution of the Façade Improvement Agreement will initiate this construction project (Exhibit No. 1).

**V. FISCAL IMPACT**

Funds for this contract (\$133,180.75) are included in the FY 2013/14 CDBG program year, Commercial Façade Program account 15-70-760-188-6005.

**VI. EXHIBITS**

1. Draft Commercial Rehabilitation Program Agreement. (pgs. 4-28)

Prepared by: Barry Waite, Business Development Manager

TO: Rev10-14-2013

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

**Action taken by City Council**

Date_____	Action_____

## COMMERCIAL REHABILITATION PROGRAM

### CDBG PARTICIPATION AGREEMENT

GRANT ☒

LOAN ☐

PROPERTY ADDRESS: 333-341 West Carson Street, Carson, CA 90745

THIS COMMERCIAL REHABILITATION PROGRAM PARTICIPATION AGREEMENT ("Agreement") is entered into this 3rd day of December, 2013 (the "Effective Date") by and between the CITY OF CARSON, a municipal corporation ("City"), and JUANITA V. MYLES, TRUSTEE, OF THE J. MYLES REVOCABLE TRUST dated JUNE 16, 2002, a Owner, ("Participant") of the property listed above. City and Participant hereby agree as follows:

1. **DEFINITIONS.**

City Deed. The term "City Deed" shall mean the deed of trust to be executed by Participant to secure the City Note, if applicable. The City Deed shall be in the form attached hereto as Exhibit "E."

City Loan. The term "City Loan" shall mean the loan made by City to Participant to fund all or part of the Project, if applicable. The City Loan is further described in Section 3.1.

City Note. The term "City Note" shall mean the promissory note to be executed by Participant and containing the terms and conditions for repayment of the City Loan, if applicable. The City Note shall be in the form attached hereto as Exhibit "D."

CC&Rs. The term "CC&Rs" shall mean the Declaration of Conditions, Covenants and Restrictions in the form attached hereto as Exhibit "G."

CDBG Grant. The term "CDBG Grant" shall mean the grant of Community Development Block Grant funds made by City to Participant to fund all or part of the Project, if applicable. The CDBG Grant is further described in Section 3.4.

City. The term "City" shall mean the City of Carson, a municipal corporation, having its offices at 701 East Carson Street, Carson, California 90745.

Contractor. The term "Contractor" shall mean the contractor selected to perform the Project on the Site pursuant to a bidding process conducted by the Participant with compliance oversight by the City.

Contractor Agreement. The term "Contractor Agreement" shall mean the agreement between Participant and the Contractor, which shall be in the form attached hereto as Exhibit "C."

(Exhibit No. 1)

4

City Manager. The term "City Manager" shall mean the City Manager of City.

Program. The term "Program" shall mean the Commercial Rehabilitation Program established by the City.

Project. The term "Project" shall mean the rehabilitation of the Site as described in the Project Description attached hereto as Exhibit "B".

Redevelopment Plan. The term "Redevelopment Plan" shall mean the "former" Redevelopment Plan for the Project Area in which the Site is located ("Project Area"). A copy of the "former" Redevelopment Plan is on file in the office of the City Clerk of the City. The Redevelopment Plan is incorporated herein by this reference and made a part hereof as though fully set forth herein.

Site or Property. The term "Site" or "Property" shall mean that certain real property owned by Participant located in the City of Carson at the address noted on the first page of this Agreement, more particularly described on Exhibit "A" attached hereto.

2. **PURPOSE OF PARTICIPATION AGREEMENT.**

The City has established the Program to facilitate the rehabilitation of commercial buildings and businesses within the City and the Project Area. The purpose of this Participation Agreement is, among other things, to effectuate the Commercial Rehabilitation Policy for the Target Areas by rehabilitating the Site and retaining a commercial business within the Target Areas. The rehabilitation of the Site, which is located within Target Area No. 1, and the fulfillment generally of this Agreement, are in the best interests of the City and the welfare of its residents and are in accordance with the public purposes and provisions of applicable federal, state, and local laws and regulations, under which the Project has been undertaken and is being assisted.

3. **PROJECT FUNDING.**

Source of Funds. The Program may provide funding for the Project from a combination of CDBG Grant funds. Participant acknowledges that the rules, restrictions, and required documents differ depending on the source of funding. The amount of funding is described below along with the documents required for each source of funding. Participant agrees to execute all applicable documents as marked below and to perform in accordance therewith. Participant further acknowledges that the Project requires the payment of prevailing wages pursuant to California and Federal law, as further described in the Contractor Agreement.

Disbursement and Use of Funds. CDBG Grant funds shall only be used to pay for the rehabilitation of the Property as stipulated in the Contractor Agreement. Participant has carefully reviewed said Contractor Agreement and has indicated his/her acceptance of its terms by signing it. City will pay the Contractor on behalf of the Participant for satisfactory performance of the Contractor Agreement, payable as set forth in the General Conditions of the Contractor Agreement. Participant shall not be reimbursed for any

A

work performed by Participant. Any extra work and/or work not performed in accordance with the Contractor Agreement will not be paid for by the City. Participant authorizes the City to disburse funds for the payment of the contract price directly to the Contractor.

☐ City Loan. No City Loan shall be part of this agreement.

☐ CDBG Grant. The maximum amount of the CDBG Grant shall be One Hundred Thirty-Three Thousand One Hundred Eighty Dollars and Seventy Five cents (\$133,180.75). The amount of the CDBG Grant shall include the primary grant of One Hundred Twenty-One Thousand Five Hundred Dollars exactly (\$121,500.00) based upon eligible building façade frontages, and a matching grant based upon a dollar-per-dollar match with owner funds up to a maximum matching grant of Eleven Thousand Six Hundred Eighty Dollars and Seventy Five cents, (\$11,680.75). The following documents are required:

- (a) Commercial Rehabilitation Program Participation Agreement;
- (b) Building Permits/Inspections; and
- (c) Contractor Agreement

4. **CONSTRUCTION OF THE PROJECT.**

Plans and Specifications. The Participant agrees that the Project shall be constructed on the Site by the Contractor in accordance with the Contractor Agreement and the Project Description that been submitted to and approved by the City in advance and in writing.

Permits. Before commencement of construction of the Project, Participant shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction.

Costs of Construction. The cost of constructing the Project shall be paid out of the Project funding described in Section 3.

Construction Schedule. Construction of the Project shall typically commence on or before the date that is forty-five (45) days following the Effective Date, and shall be completed within sixty (60) days thereafter except as stated otherwise in the Contractor Agreement or as mutually agreed in writing by Participant and City. The Project shall be deemed complete upon notification to the Participant by the City's Community Development General Manager or designee that rehabilitation of the Project is complete.

Right of Access. Representatives of City shall have the reasonable right of access to the Site during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed. Participant shall allow the Contractor reasonable access to the Site in order to construct the Project.



Nondiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that during the rehabilitation of the Project, Participant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin..

Insurance and Indemnification.

(a) Insurance. Prior to the commencement of any construction by Participant of the Project, the Contractor shall be required to procure and maintain in a form and content satisfactory to City, during the entire term of construction, the following policies of insurance:

(i) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of ONE MILLION DOLLARS (\$1,000,000.00) or (ii) bodily injury limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per person, ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) products and completed operations and property damage limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate.

(ii) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Participant and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Participant in the course of carrying out the work or services contemplated in this Participation Agreement.

(iii) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate, or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(iv) Builder's Risk Insurance. A policy of "builder's risk" insurance covering the full replacement value of all of the improvements to be constructed by Participant pursuant to this Participation Agreement.

All of the above policies of insurance shall be primary insurance and shall name City and their officers, employees and agents as additional insures. The insurer shall waive all rights of subrogation and contribution it may have against City and their officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to City. In the event any of said policies of insurance are cancelled, the Participant or its contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Program Manager. No work or services under this Participation Agreement shall commence until the Participant has provided City with



Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by City.

The policies of insurance required by this Participation Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances.

Participant shall provide in all contracts with contractors, subcontractors, architects and engineers that said contractor, subcontractor or engineer shall maintain the policies of insurance required to be maintained pursuant to this Section.

The Participant agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Participant may be held responsible for the payment of damages to any persons or property resulting from the Participant's activities or the activities of any person or persons for which the Participant is otherwise responsible.

(b) Indemnification. During the period of construction of any of the improvements pursuant to this Participation Agreement and until such time as the Project is deemed complete, Participant agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damage, cost or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Site and which shall be directly or indirectly caused by the acts done thereon or any errors or omissions of the Participant or its agents, servants, employees or contractors.

## 5. USE OF THE SITE.

Participant covenants and agrees that it shall devote the Site to the use which is consistent with the applicable zoning restrictions, this Participation Agreement, and the CC&Rs.

## 6. ENFORCEMENT.

Events of Default. In the event any party defaults in the performance or observance of any covenant, agreement or obligation set forth in this Participation Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the non-defaulting party, or, in the event said default cannot be cured within said time period, the defaulting party has failed to commence to cure such default within said thirty (30) days and diligently prosecute said cure to completion, then the non-defaulting party shall declare an event of default to have occurred hereunder.

Remedies. In addition to any other rights or remedies that may be available and subject to the requirements of Section 5.1 above, any party to this Participation Agreement may institute a legal or equitable action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purposes of this Participation Agreement. If any party defaults hereunder by failing to perform any of its obligations herein, each party agrees that the other shall be entitled to the judicial





remedy of specific performance, and each party agrees (subject to its reserve right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy. In this regard, Participant specifically acknowledges that City is entering into this Participation Agreement for the purpose of assisting in the rehabilitation of the Site and not for the purpose of enabling Participant to speculate with land.

No Waiver. Waiver by any party of the performance of any covenant, condition or promise shall not invalidate this Participation Agreement, nor shall it be considered a waiver of any other covenant, condition or promise. Waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by any party in exercising any remedy or right as to any default shall not operate as a waiver of any other default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Participation Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default o

r any other default by another party.

Attorneys' Fees. In the event of litigation between the parties arising out of this Participation Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred in addition to whatever other relief to which it may be entitled.

7. **MISCELLANEOUS.**

Governing Law. The laws of the State of California shall govern the interpretation and enforcement of this Participation Agreement.

Notices. Formal notices, demands, and communications between City and Participant shall be sufficiently given if personally delivered or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth above. All notices shall be deemed to be received as of the earlier of actual receipt by the addressee thereof or the expiration of forty-eight (48) hours after depositing in the United States Postal System in the manner described in this Section.

Conflicts of Interest. No member, official, or employee of City shall have any personal interest, direct or indirect, in this Participation Agreement nor shall any such member, official, or employee participate in any decision relating to this Participation Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.



Non-liability of City Officials and Employees. No member, official, employee, or consultant of City shall be personally liable to Participant, or any successor in interest of Participant, in the event of any default or breach by City for any amount which may become due to Participant or to its successor, or on any obligations under the terms of this Participation Agreement.

Modifications. Any alteration, change or modification of or to this Participation Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

Assurances to Act in Good Faith. The parties agree to execute all documents and instruments and to take all action and shall use their best efforts to accomplish the purposes of this Participation Agreement. The parties shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

Severability. Wherever possible, each provision of this Participation Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If, however, any provision of this Participation Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Participation Agreement.

Force Majeure. The time within which any party shall be required to perform any act under this Participation Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, Acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than City unusually severe weather, or any other similar causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Any act or failure to act on the part of a party shall not excuse performance by that party.

Transfer of CDBG Grant. Participant agrees that this Participation Agreement and any funding provided hereunder have been authorized on the basis of the information provided by the Participant in the program application and on the basis of Participant's eligibility for the Program. This Participation Agreement and any funding provided hereunder shall not be transferable in the event Participant sells the Property prior to or during the course of Contractor's performance of the work pursuant to the Contractor Participation Agreement. In such event, Participant agrees to be liable for all costs incurred to repair the Property, thereby excusing City from payment for any labor or materials on and after the date escrow closes on the Property sale.



Commencement of Work. Participant agrees that rehabilitation work shall not commence until all permits are issued and a notice to proceed order is issued by the City in connection with the approved Contractor Agreement. Participant agrees that the City will not be responsible for or reimburse Participant for any and all funds advanced to the Contractor by the Participant. Participant agrees that materials purchased, work commenced or construction agreements signed prior to the effective date of the Program's various contractual agreements are solely Participant's responsibility, and are not eligible for reimbursement by City pursuant to the Program.

Applicant Affidavit/Acceptance of conditions of grant approval. (The undersigned participant(s), as the program applicant(s), and owner(s), of commercial property to be rehabilitated through the commercial rehabilitation program, do hereby acknowledge, agree to and accept, all conditions of the CDBG Grant contained in this participation agreement and all exhibits. Participant further understands that any misstatements, omission, misrepresentations, deletions, falsifications, or other actions which result in nonconformance to the conditions listed herein or nonconformance with the terms of any program related documents, including but not limited to any contract application or affidavit, will subject this participation agreement to immediate cancellation and cause any disbursed funds to become immediately due and payable and may result in legal action against participant).



IN WITNESS WHEREOF City and Participant have executed this Participation Agreement as of the date first written above.

**"CITY"**

CITY OF CARSON, a municipal corporation

ATTEST:

By: \_\_\_\_\_  
James L. Dear, Mayor

By: \_\_\_\_\_  
Donesia L. Gause  
CMC City Clerk

**"PARTICIPANT"**

By: \_\_\_\_\_  
Juanita V. Myles, Trustee  
J. Myles Revocable Trust date June 16, 2002

APPROVE TO FORM

By: \_\_\_\_\_  
William Wynder, City Attorney

**EXHIBIT "A"**

**COMMERCIAL REHABILITATION PROGRAM PARTICIPATION AGREEMENT**

**LEGAL DESCRIPTION OF THE SITE**

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 20611, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 227, PAGES 32 AND 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXHIBIT "B"**

**COMMERCIAL REHABILITATION PROGRAM AGREEMENT**

**PROJECT DESCRIPTION (WORK WRITE-UP)**

**CITY OF CARSON  
Commercial Rehabilitation Program**

**WORK DESCRIPTION AND BID PROPOSAL FORM**

Name: J MYLES REVOCABLE TRUST	Case No.: CFR 2009-007
Address: 333-341 W. Carson Street	Tel. No.: (310)-427-4431
City: Carson, CA 90745	Date: October 7, 2013

All work is to be performed per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions prior to signing of the contract. All items listed on work description, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. The selected contractor is responsible for obtaining all required approvals, permits and inspections, applicable State and local licenses, and payment of applicable fees, the costs of which are included in each respective line item.

**THIS PROJECT IS SUBJECT TO FEDERAL AND STATE OF CALIFORNIA  
WAGE AND LABOR COMPLIANCE REGULATIONS, AND FEDERAL  
SECTION 3 REGULATIONS.**

**NOTICE:** If the Estimated Cost for the Federally CDBG Funded Portion of the work stated in this Work Description is in excess of \$100,000.00, this project will become a HUD Section 3 construction contract. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan) (SEE BID SPECIFICATION MANUAL). Awarded contractor shall comply with all Section 3 requirements as applicable.

Any questions regarding this project, the plans, conceptual, and/or specifications should be made in writing or e-mail to Don Knechtel at [dknechte@carson.ca.us](mailto:dknechte@carson.ca.us); his phone number is (310) 830-7600 ext. 1305.

---

**WORK DESCRIPTION AND STANDARD SPECIFICATIONS**

---

**REQUIRED ITEMS:****ESTIMATE**

1. **Exterior Façade Improvements Per Plan – 333 W Carson Street** \$ 90,000.00

Contractor shall perform all pertinent demolition, construction, repair, remodel, and any other work necessary to complete the façade improvements for the exterior of the building as shown on the plans. Such work shall include interior work as necessary for the support of the new roof improvements as shown on the plans.

**NOTES:** The contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance to City of Carson code requirements and shall ensure business is in operation during business hours.

Contractor shall also protect the existing interior ceilings and walls; unaffected existing roof, utility meters, , and all areas not to be rehabilitated.

Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated and the proper notification to tenants. Owner/tenant shall contact their alarm and satellite company for temporary disconnection and reconnection of any such systems.

The provisions of Addendum No. 1 are hereby included within this Work Description and scope of work

2. **Exterior Façade Improvements Per Plan – 341 W Carson Street** \$ 40,000.00

Contractor shall perform all pertinent demolition, construction, repair, remodel, and any other work necessary to complete the façade improvements for the exterior of the building as shown on the plans.

**NOTES:** The contractor shall be responsible for hauling away all material debris and leaving the site in a broom clean condition on a DAILY basis. Contractor shall provide full pedestrian protection during remodeling in accordance to City of Carson code requirements and shall ensure business is in operation during business hours.

Contractor shall also protect the existing interior ceilings and walls; unaffected existing roof, utility meters, , and all areas not to be rehabilitated.

Owner to be responsible for the temporary removal of any items within

5 feet of area to be rehabilitated and the proper notification to tenants. Owner/tenant shall contact their alarm and satellite company for temporary disconnection and reconnection of any such systems.

The provisions of Addendum No. 1 are hereby included within this Work Description and scope of work

3.	<b>Numerical Identifiers:</b> Contractor shall install new non-illuminated 9" acrylic channel letter numerical identifiers "333" and "341" at the front of the respective building. Identifiers shall be in a color that compliments the new building façade.	\$	1,500.00
4.	<b>Building Plan Check and Permits and City Business License:</b>  Obtain and pay for a City of Carson business license, all required approvals, building permits, encroachment permits to include pedestrian protection, and inspections.  <b>Plan Review Fee – 333 W. Carson Street</b>  <b>Plan Review Fee – 341 W. Carson Street</b>  <b>Balance of Building Permits and City Business License:</b> Obtain and pay for a City of Carson business license, all required approvals, building permits, encroachment permits to include pedestrian protection, and inspections.	\$	<u>611.50</u> <u>750.00</u> <u>4,000.00</u>
5.	<b>Insurance and Mobilization:</b> Contractor shall obtain liability and workers compensation insurance in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools.	\$	<u>8,000.00</u>
<b>PROJECT TOTAL BID PROPOSAL</b>		\$	<u>144,861.50</u>



**NOTES:**

If any conflict exists between this written work description and the construction plans, this written description shall take precedence.

All work shall include the protection of the building, fixtures and equipment, and inventory, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

**Under the guidelines for this program, building owner(s)/applicants are responsible for the removal and replacement of interior items, coverings, and furnishings as necessary.**

**CERTIFICATION:** I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE REVIEW COMMITTEE. THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

<b>Owner Signature:</b> <b>Juanita V. Myles, Trustee of the J.</b> <b>Myles Revocable Trust dated June</b> <b>16, 2002</b>	<b>Date:</b>
---	--------------

ABOVE ORIGINAL CERTIFICATIONS ON FILE

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form and summarized as follows:

**Project Total**

ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED  
SIXTY ONE DOLLARS AND FIFTY CENTS

\$

\$144,861.50

Price in Numbers

Price In Words

If awarded the contract, the bidder agrees to present the following documents to the City of Carson prior to the issuance of the Notice to Proceed: Valid certificates covering Worker's Compensation insurance, and Property Damage and Liability insurance including the City of Carson as additionally insured, and a copy of bidder's Contractor's License.

It is further agreed that if awarded this contract contractor will not be awarded any advances or down payments for such work and twenty percent (20%) of all requested payouts will be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 60 calendar days.

<b>Contractor:</b> CORRAL CONSTRUCTION & DEVELOPMENT	<b>Lic. No. &amp; Class.:</b> B928805
<b>Print Name:</b> RENEE SOTO	<b>Date:</b> 11/13/13
<b>Signature:</b> (SEE ORIGINAL)	<b>Phone No.:</b> 562-762-6632
<b>Address:</b> 5211 W. WASHINGTON BLVD. 2-122, COMMERCE, CA 90040	

## EXHIBIT "C"

### COMMERCIAL REHABILITATION PROGRAM AGREEMENT

#### CONTRACTOR AGREEMENT

Property Address: 333-341 W. Carson Street, Carson

THIS CONTRACTOR AGREEMENT ("Contract") is made on \_\_\_\_\_, by and between Corral Construction and Development ("Contractor"), and Juanita V. Myles, Trustee of the J. Myles Revocable Trust date June 16, 2002 ("Owner").

WITNESSETH, that the parties, for the considerations stated herein, mutually agree as follows:

- A. Owner has entered into a Commercial Rehabilitation Program Agreement ("Agreement") with the City of Carson ("City") for the rehabilitation work ("Project") is contained in Exhibit "B" of the Agreement, which is incorporated herein by reference.
- B. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures, and services, including transportation services, and perform and complete all work required to complete the Project in an efficient and workmanlike manner, in strict accordance with this Contract.
- C. Funding for payment of the contract price may be derived in part or in whole from a grant of Community Development Block Grant ("CDBG") Program Funds from the City of Carson ("City"). Contractor shall be paid for satisfactory performance of this Contract the contract price of One Hundred Thirty-three Thousand One Hundred Eighty Dollars and Seventy Five cents (\$133,180.75), payable as set forth in the General Conditions. Satisfactory performance shall be defined as completion of the Project by Contractor, after inspection by appropriate City representatives, and upon acceptance in accordance with Contract terms and provisions. The Owner shall also contribute Eleven Thousand Six Hundred Eighty Dollars and Seventy Five cents (\$11,680.75) of own funds, for the contract total funding of One Hundred Forty-Four Thousand Eight Hundred Sixty-One Dollars and Fifty cents, (\$144,841.50).
- D. This Contract includes the following documents:
  - 1. Program Agreement
  - 2. This Contractor Agreement;
  - 3. Signed and accepted copy of the Project Description and Bid Proposal Form attached to the Agreement as Exhibit "B": and
  - 4. The General Conditions attached hereto as Attachment "1".

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in an original and two (2) copies on the day and year first above written.

\_\_\_\_\_  
Contractor Signature      Renee Soto

928805 B C33

\_\_\_\_\_  
License No. and Classification

\_\_\_\_\_  
Owner's Signature, Juanita V. Myles, Trustee of the  
J. Myles Revocable Trust Dated June 16, 2002

\_\_\_\_\_  
Owner's Signature Juanita V. Myles

## ATTACHMENT NO. 1

### **GENERAL CONDITIONS FOR CONTRACTOR AGREEMENT (Hereinafter Referred to as "General Conditions")**

#### Section 1 - Commencement of Work

No work shall be commenced by the Contractor until he/she has received a written proceed order from the City of Carson ("City"). Any work commenced by the Contractor prior to the issuance by the City of a Notice to Proceed shall not be paid through the Commercial Rehabilitation Program.

The City will issue a written proceed order within 30 days from the date of contract execution, provided the Contractor has complied with the provisions of Sections 3, 9 and 11.

- A. The Contractor must commence work within ten (10) days after the issuance of the proceed order, or within a reasonable period of time as mutually agreed upon by the Owner and the Contractor.
- B. The Contractor must satisfactorily complete the work within 30 working days after the issuance of the proceed order, or within a reasonable period of time as mutually agreed upon by the Owner and the Contractor.

#### Section 2 - Payment for Work

- A. The Contractor may submit up to three (3) progress payment requests and one (1) final payment request. A twenty percent (20%) retention will be withheld from all invoices, to be paid at project completion. Final payment (20 percent of total contract amount) may be paid 35 days after a Notice of Completion is issued for the work.
- B. The Contractor shall submit payment request packages to the Owner for approval. Said payment request packages shall include all pertinent invoices, material and lien releases, certifications, a list of subcontractors and materialmen, copies of applicable permits, and the payment request form to be signed by the Owner. Contractor's submission to Owner for final payment must also include the Owner's Certification of Acceptance, a copy of the Building & Safety sign off card, and the Notice of Completion.
- C. Each payment request will be paid by the City within 30 days after the request for payment has been received by the City and an inspection by a City Building & Safety Division Inspector and/or Program Representative confirms that the work is satisfactory. A deduction in the amount listed on the schedule of prices in the Work Description and Bid Proposal Form will be made for any portion of the work listed in the payment request that does not pass inspection.
- D. Owner and Contractor authorize the City to control disbursement of funds for payment of the contract price to Contractor, pursuant to the above-stated payment arrangement.
- E. Owner and Contractor agree to hold harmless, defend and indemnify City from any claim for failure to pay pursuant to the above-stated payment arrangement. City shall bear no responsibility to Owner for any lien(s) placed upon the subject residence. Contractor agrees to hold harmless, defend and indemnify Owner from any claim for unpaid work, labor, or materials with respect to Contractor's performance.

#### Section 3 - Contractor's Liability Insurance

Contractor and all subcontractors shall procure and maintain at their expense, during the term of this contract, the following insurance:

- A. Workman's Compensation Insurance, providing coverage as required by the California State Workman's Compensation Law, naming the City as an additional insured.

- B. Comprehensive general liability insurance with coverage of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage, naming the City as an additional insured.

Contractor shall provide written proof of the existence of the above insurance in the form of a Certificate of Insurance acceptable to City. Contractor is responsible for assuring that the insurance carrier will notify the City in writing 10 days before the cancellation of such insurance.

#### Section 4 - Contractor Indemnification

Contractor shall indemnify, defend and hold harmless the Owner, City, and any and all of City's respective officers, employees and agents from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including attorney fees and costs that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this contract, excluding only willful misconduct of the Owner, City, or City and its officers, agents or employees.

#### Section 5 - Independent Contractor

Neither the City nor any of its representatives nor the Owner shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent Contractor and shall remain at all times as to City a wholly independent Contractor with such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City or Owner.

#### Section 6 - Not Agent of City

Contractor shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, pursuant to the Commercial Rehabilitation Program, to bind the City to any obligation whatsoever.

#### Section 7 - Liabilities

Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by Contractor's negligent performance of any and all work conducted under the Commercial Rehabilitation Program, whether such performance be by Contractor, its subcontractors or agents, or whether such damage shall accrue or be discovered before or after termination of Contractor's Agreement to perform the repairs authorized under the Program.

Contractor shall not assert a claim against the City, its officers, agents or employees arising out of any act or omission of the aforementioned, in the execution or performance of any agreement pursuant to the Commercial Rehabilitation Program.

Contractor shall require each subcontractor to agree in his/ her contract for services not to make any claim against the City, its officers, agents or employees.

Nothing in any Agreement executed pursuant to the Commercial Rehabilitation Program in which the Owner and Contractor are parties shall be construed to give any person other than Owner and Contractor any legal or equitable rights, remedies, or claims.

#### Section 8 - Inspection by Department

City shall be permitted to inspect work performed by Contractor to ensure that the work is performed in accordance with the provisions of this Contract and applicable general and local law and codes. City and the federal Department of Housing and Urban Development ("HUD") shall be permitted at all reasonable times to inspect and review all relevant data and records of Contractor. Contractor agrees to retain and provide to City and HUD, access to any books, documents, papers and records for audit or examination for a minimum of five (5) years after final payment and all other pending matters relative to the performance of this contract are closed.

#### Section 9 - Permits and Codes

Contractor agrees to secure and pay for all permits and licenses required, and to adhere to applicable codes and requirements, whether or not covered by the specifications and drawings for the work, including State of California Contractor registration requirements.

Contractor shall perform all work under the contract in conformance with applicable laws, ordinances, regulations, and orders, whether or not such applicable laws, ordinances, regulations, and orders are set forth in this contract or the attachments thereto.

#### Section 10 - Unacceptable Risk

Contractor represents that at the time of execution hereof that neither Contractor nor its subcontractors are listed on the Disbarred and Suspended Contractor's list of the U.S. Department of Housing and Urban Development.

#### Section 11 - 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. Contractor warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry, and unless otherwise specified, all materials used in connection with the work to be performed shall be new, fit for the purpose intended, and both workmanship and materials shall be of good quality.

Unless otherwise stated all colors, textures, styles and materials shall be of the Owner's choosing.

All workmen and subcontractors shall be skilled in their trades.

Contractor shall provide Owner and City with the names and addresses of all subcontractors to be utilized for the work prior to the start of construction.

#### Section 12 - Amendments

Owner and Contractor expressly agree that any amendment of, or supplement to, this contract including but not limited to material changes or alterations in the work or price as provided above, must be made in writing, mutually agreed upon by both parties and approved by the City of Carson.

#### Section 13 - Extension of Time of Completion

The time of completion of the contract shall be extended by the number of calendar days which Contractor or subcontractor are prevented from performing work as a result of:

- A. Inclement weather;
- B. Acts of Owner not contemplated by this contract;
- C. The unavailability of workers or materials because of labor disputes;
- D. Circumstances which could not reasonably have been foreseen at the time of signing this contract; and
- E. Delay of any subcontractor for any of the above causes.

If completion is delayed for reasons beyond Contractor's control, Contractor shall provide timely notice to Owner of the reasons for the delay and shall be obligated to substantiate its claim by adequate documentation.

If Contractor fails to complete the work within the time period set for performance, Owner may declare Contractor in default by providing written notice to Contractor by certified mail under the procedure described in Sections 18 and 19 herein.

#### Section 14 - Assignment and Delegation

Contractor shall not assign any right under this contract except upon prior written authorization of the Owner and City. Any request for assignment must be addressed to the Owner and City for their approval before consent is given. Contractor shall not make any delegation of authority or responsibility which would in any way purport to relieve him/her of any obligation imposed by this contract.

#### Section 15 - Warranty of Title

Contractor shall guarantee good title to all materials, supplies, and equipment installed or incorporated in the work. Upon completion of all work, Contractor shall deliver such work, together with all improvements and appurtenances constructed or placed pursuant to this contract, to owner free from any claims, liens, or charges.

#### Section 16 - Guarantee of Work

No provision of this contract (including the final payment) or the use of the improvements constructed hereunder, shall relieve Contractor of responsibility from faulty materials or workmanship. For good and valuable consideration, Contractor hereby agrees to provide a full one-year warranty to the Owner, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by Contractor are good quality, and free from defects in materials and workmanship; provided, however, that the warranty set forth in this Section shall apply only to such deficiencies and defects as to which Owner or subsequent Owner shall have given written notice to Contractor, at its principal place of business, within one (1) year from the date of Contractor's request for final payment. Upon notice from the Owner, Contractor shall repair or remedy any defect in materials or workmanship, and pay for any damage from such defects subject to the warranty contained in this Section.

New or replacement roofing installation shall be similarly guaranteed for a period of five (5) years.

Contractor shall furnish to Owner all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.

Contractor agrees that all the warranties contained herein shall apply to all work performed pursuant to this contract, including work performed by any subcontractor.

#### Section 17 - Equal Opportunity Provisions

A. During the performance of this contract, the Contractor agrees to comply with the following federal provisions:

- (1) Executive Order 11246 requires that during the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
- (2) Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et. seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (3) Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- (4) Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.
- (5) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

B. Contractor agrees to include the above provisions in every subcontract for work in connection with this project.



### Section 18 - Disputes

In the event of any dispute arising out of this contract or from the breach thereof, the injured party shall notify the injuring party and the city in writing of its contentions. The injured party shall continue to perform its obligations under the contract so long as the injuring party commences to cure such dispute within seven (7) calendar days of service of such notice and completes the cure of such dispute within fourteen (14) calendar days after the service of such notice, or a longer period as may be permitted by the injured party. If the dispute is not resolved within the fourteen (14) calendar day cure period, the injured party shall notify the city, who shall attempt to mediate the dispute. Compliance with the dispute notification and city mediation provisions shall be a condition precedent to binding arbitration.

In the event that city mediation does not resolve the dispute arising out of or relating to this contract, or the breach thereof, the dispute shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration. One copy of any arbitration filing shall be submitted to the city, Attention: Neighborhood Pride Program. Attention: Program Coordinator.

### Section 19 - Termination for Breach of Contract

If Contractor fails to complete the work within the time required or fails or refuses to use due diligence in performing the required alterations and improvements, Owner may declare contractor in default by providing written notice to Contractor by certified mail. If Contractor fails to commence remedying such default within seven (7) days of service of such notice and complete the cure of such default within fourteen (14) days after service of such notice, or a longer period as may be permitted by the Owner, Owner may terminate this contract by written notice to Contractor. Upon delivery of such notice, Contractor shall immediately surrender possession of the premises and remove all of his/her equipment and material therefrom. No further rehabilitation work shall commence until the Request for Substitution of Contractor and Termination of contract form, releasing the original Contractor from his/her contractual obligations, is on file at the City, and a new contract is signed between the substitute Contractor and the Owner. Owner shall select the substitute Contractor in accordance with the Commercial Rehabilitation Program Guidelines. If the expense of finishing the work exceeds the unpaid balance on this contract, the original Contractor shall be liable to the extent that completion costs exceed the original contract price.

One copy of each such notice shall be submitted to the City, Attention: Program Coordinator.

Contractor shall, upon such termination, deliver material and labor lien releases, executed by all persons and firms supplying labor and/or materials to the premises. City shall be obligated to pay Contractor only the dollar amounts listed on the schedule of prices in bid form for each individual portion of the work completed by Contractor which passes City Building & Safety inspection and is accepted by Owner before the date of contract termination. In computing the amount due, Contractor shall not be entitled to any allowance for overhead, profit, insurance, or other similar items. Payment shall be made to Contractor only after the total job has been completed by the substitute Contractor, chosen by the Owner and accepted by the City.

### Section 20 - Termination for Convenience

- A. This contract may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party (24 CFR part 85 at Section 85.44 of the "Common Rule"). A copy of the notice shall be submitted to the City within 24 hours of notification to the other party.
- B. All work shall cease at the conclusion of the notice period and Contractor shall be paid for all work satisfactorily performed in accordance with this contract prior to termination.

### Section 21 - Other Contractors

During the time for performance of work under this contract, the Owner shall not have other Contractor's or workmen on the portion of the premises where work is to be performed by Contractor, without written permission of Contractor. This restriction shall not apply if Contractor is in default under this contract.

### Section 22 - Lead Based Paint Products

In compliance with part 570.611 of Community Development Block Grant regulations, lead based paint products shall not be used.

### Section 23 - Protection of Property

Contractor shall ensure that Contractor and his/her employees and subcontractors provide adequate protection to the homeowner(s) property, both interior and exterior, during the construction process. This includes covering the furniture and protecting the flooring during sanding and painting, protecting outdoor plants during sandblasting and painting, etc. Contractor shall not use the Owner's personal property such as towels, sheets, shovels, tools, etc. Contractor must supply his/her own tools, and furniture covers. Contractor shall coordinate with the Owner regarding which items of furniture need to be removed prior to commencement of work.

Contractor shall keep the premises free from accumulation of waste material and rubbish and, at the completion of work, he/she shall remove from the premises all rubbish, implements, surplus materials, and surplus equipment. Contractor shall leave the building and the premises broom clean.

### Section 24 - Contingency Amount

No contingency amount is available. If Owner or Contractor incurs expenditures in excess of the contract price, City shall not be responsible to pay the additional cost.

### Section 25 - Contract Documents

A. The contract shall include:

1. Contractor Agreement;
2. Signed and accepted copy of the bid and proposal, property rehabilitation work write-up and standard specifications;
3. General Conditions; and

### Section 26 - Additions or Deletions to Contract

In the event a change is required in the scope of work to be done, the Contractor shall prepare a change order indicating the change for addition, deletion, or deviation from the original construction contract. Said change order shall be signed by the Contractor and be approved in writing by the Owner and the City before Contractor proceeds with the work.

### Section 27 - Source of Funds

The City has applied for and received Community Development Block Grant (CDBG) funds from the HUD. Such funds are being utilized for this project.

### Section 28 - Conflict of Interest

Contractor covenants that neither he or she nor any officer of the corporation, or partnership, as the case may be if Contractor be corporation or partnership, has any interest, nor shall they acquire interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Contract. Contractor further agrees that in the performance of this contract, no person having an interest of the above nature shall be employed by him or her.

No officer, employee, or member of the governing body of the City or City who exercises any function or responsibilities connected with this contract shall have any financial interest, direct or indirect, in this contract.

In the procurement of supplies, equipment, construction, and services by the City, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the City shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

### Section 29 - Notice

Any notice required to be given under this contract shall be in writing and shall be personally served or given by mail. Any notice by mail shall be deemed to have been given when deposited in the United States mail, certified and postage prepaid addressed to the party to be served as follows:



To Owner: JUANITA V. MYLES, TRUSTEE OF THE J. MYLES REVOCABLE TRUST DATED  
JUNE 16, 2002  
333 W. CARSON STREET  
CARSON, CA 90745

To Contractor CORRAL CONSTRUCTION & DEVELOPMENT  
RENEE SOTO  
5211 E. WASHINGTON BLVD. #2-122,  
COMMERCE, CA 90040

To City: COMMERCIAL REHABILITATION PROGRAM  
COMMUNITY DEVELOPMENT DEPARTMENT  
701 E. CARSON STREET  
CARSON, CA 90745

Section 30 - Successors

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it.

Section 31 - Order of Priority of Contracts

The provisions of this contract shall have priority over all other contracts and Agreements concerning the work described herein.

Section 32 - Expediency

Time is of the essence of each and every covenant, term, condition and provision of this contract as to both parties hereto.

Section 33 - Entirety of Agreement

It is understood that there are no oral Agreements between the parties hereto affecting this contract, and this contract supersedes and cancels any and all previous negotiations, Agreements and understandings, if any, between the parties hereto, and none shall be used to interpret or construe this contract.

Section 34 - Acknowledgment

All warranties herein are in addition to and not in limitation of all other rights and remedies to which Owner, and subsequent Owners, may be entitled to at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by Owner and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore or hereinafter executed by Owner. Contractor hereby acknowledges that this contract has been approved by the City.

For the consideration named herein, Contractor proposes to furnish all the materials and do all of the work described herein, and in accordance with the contract identified above in Section 25 of the General Conditions, for the price **One Hundred Forty-Four Thousand Eight Hundred Sixty-One Dollars and Fifty cents (\$144,681.50.)**

\_\_\_\_\_  
Name (Print) Contractor, RENEE SOTO

\_\_\_\_\_  
Name (Print) Owner, JUANITA V. MYLES, TRUSTEE OF  
THE J. MYLES REVOCABLE TRUST DATED JUNE 16,  
2002

\_\_\_\_\_  
Contractor Signature, RENEE SOTO

\_\_\_\_\_  
Owner Signature JUANITA V. MYLES

\_\_\_\_\_  
928805 B - C33  
Contractor's License Number

\_\_\_\_\_  
n/a  
Name (Print) Owner

\_\_\_\_\_  
5211 E. WASHINGTON BLVD. 32-122  
Contractor Address

\_\_\_\_\_  
n/a  
Owner Signature

COMMERCE, CA 90040  
Contractor City, State, Zip Code

562-762-6632  
Contractor Telephone Number

Name (Print) City Representative, DONALD J. KNECHTEL

City Representative Signature, DONALD J. KNECHTEL

30050 VIA BORICA  
Owner Address

RANCHO PALOS VERDES, CA 90275  
Owner City, State, Zip Code

310-427-4431  
Owner Phone Number

DECEMBER 3, 2013  
Date of Acceptance