

HOUSING PRESERVATION PROGRAM AGREEMENT

CITY OF COMMERCE HOUSING PRESERVATION PROGRAM

THIS HOUSING PRESERVATION PROGRAM AGREEMENT ("Agreement") which is dated as of June 4, 2019 (the "Effective Date") is entered into by and between the CITY OF COMMERCE, a public body, corporate and politic ("City") and Teresa Castillo ("Owner(s)"). Owner and the City agree as follows:

Section 1. Owner(s) acknowledges that (i) Owner(s) received a copy of and read the Housing Preservation Program and (ii) Owner has completed a Housing Preservation Program Application ("Application") and submitted the Application to the City.

Section 2. Owner(s) acknowledges that it has met with the City staff members and Owner agrees that Owner(s)'s home, which is located at **6010 Jillson Street, Commerce, CA 90040** ("Property"), needs certain repairs and improvements, which are listed in Exhibit 1 to this Agreement ("Work").

Owner(s) agrees that the total estimated cost of completing all the Work is **Twenty-Six Thousand Six Hundred Twenty Dollars (\$26,620.00)** as described in Exhibit 1 (the "Contract Price") and Owner(s) understands that the City will provide the full amount of these funds in the form of a grant ("Grant") to Owner(s).

Section 3. By filling out the Application provided to Owner(s) by the City when Owner(s) first requested assistance in rehabilitating the Property, Owner(s) provided the City with certain information about Owner(s)'s total income, the names of the person's who will be living on the Property (these people and only these people, are members of Owner(s)'s "household"), and the total income of all of the members of Owner(s)'s household. In addition, Owner(s) represented to City that Owner(s), and all the members of Owner(s)'s household, live at the Property as their primary place of residence. This information is very important to the City and, in fact, the City decided to provide Owner(s) the Grant to complete the Work described in Exhibit 1 based upon this information, which Owner(s) has provided under penalty of law.

If any of the information provided in the Application has changed, it is Owner(s)'s responsibility to inform the City, in writing, of the change prior to signing this Agreement. By signing this Agreement Owner(s) is stating that the information Owner(s) provided the City in the Application was correct at the time Owner(s) filled out the Application and remains correct, or Owner(s) has corrected it, in writing, at the time Owner(s) signs this Agreement.

Section 4. This Agreement is between Owner(s) and the City. Owner(s) specifically agrees to comply with all City ordinances, rules and regulations pertaining to the Property.

Section 5. This Agreement is governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the appropriate California State court in Los Angeles County, California.

Section 6. Notices under this Agreement shall be to the addresses set forth below:

City of Commerce
2535 Commerce Way
Commerce, CA 90040
Attn: Director of Public Works and
Development Services

Teresa Castillo
5575 Joaquin Court
Commerce, CA 90040

Section 7. Indemnity. Owner(s) shall defend, indemnify and hold City, its officers, directors, agents, servants, attorneys, employees and contractors harmless from and against any liability, loss, damage, costs or expenses arising from or as a result of the Work carried out or completed on the Property or arising from or as a result of this Agreement.

Section 8. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have reasonable rights of access to the Property, without charge, during day light hours, until the City determines that the Work is complete.

Section 9. Schedule of Performance. Work shall be completed no later than 45 days from the date of the Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this agreement as of the Effective Date

OWNER(S)

By: _____
Teresa Castillo

CITY OF COMMERCE

By: _____
John Soria, Mayor

Attest:

Lena Shumway
City Clerk

Approved as to form:

Noel Tapia
City Attorney

EXHIBIT 1

LIST OF ITEMS TO BE REPAIRED, REPLACED, OR CONSTRUCTED AND TOTAL COST OF REHABILITATION ("WORK")

EXHIBIT 1

CITY OF COMMERCE HOUSING REHABILITATION PROGRAM

WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Teresa Castillo	Case No.:	18-35
Address:	6010 Jillson Street	Tel. No.:	(323) 923-8924
City:	Commerce, CA 90040	Date:	April 03, 2019

All work is to be done per City of Commerce 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 other product(s) of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions at time of bidding. All items listed in this Work Description and Bid Proposal Form, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining to the immediate area of work. All overhead and profit should be included in each line item. Contractor shall be aware that some items may be removed due to funding. All materials to be installed require owner(s) review and approval prior to purchase. Use of lead-based paint is prohibited. Removal or work on asbestos or lead containing materials is subject to applicable federal, state and local regulations. The selected contractor is responsible for obtaining all required approvals, permits, and inspections—the costs of which are included in each respective line item.

Any questions regarding this project should be made to Miguel Ramirez at (562) 787-5004.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

REQUIRED ITEMS:

ESTIMATE:

1. **Smoke & CO Alarms:**

\$ 200.00

Install new battery operated smoke alarms within every sleeping room, and one combination smoke and CO alarm at a point centrally located in the corridor, hallway, or area giving access to each separate sleeping area. Contractor shall be responsible for testing all smoke and CO alarms to ensure their proper operation. Contractor to properly label each alarm and insure they meet Health and Safety Code Section 13114. All smoke and CO alarms to be installed in accordance with Local Building Code.

2. **Ground Fault Circuit Interrupter:**

\$ 230.00

Install Ground-Fault Circuit-Interrupter (GFCI) protected receptacles in the kitchen (where the receptacles are installed to serve the countertop surfaces), bathroom(s), laundry, and utility/wet bar sinks where the receptacles are installed within six (6) feet of the outside edge of the sink and all exterior outlets. Installation of (GFCI) receptacles and/or circuit breakers shall be in accordance with Local Building Code.

3. **Entry Door Lockset:** \$ 85.00
Remove and dispose of the existing deadbolt lockset (missing push button) located on the rear bedroom entry door. Replace lockset with a new "Kwikset" or approved equal entry lockset with a keyed exterior and turn-piece interior with a 1" minimum throw matching single cylinder deadbolt lock assembly. Owner shall approve finish and color prior to installation.
4. **Wall Heater:** \$ 2,800.00
Remove and dispose of the existing floor heater located in the hallway. Provide and install a new "Williams" or approved equal gravity vented gas wall furnace. The new unit shall be a matchless push button piezo ignition unit with pilot and main burner automatic shutoff. New wall heater shall be mounted in a similar fashion as it currently exists. The size of the unit (BTU's) shall be adequate to provide comfort heating to the dwelling. Repair any wall damage due to the change out of the wall unit to match the existing conditions. Installation shall include a standard wall thermostat. Contractor shall provide owner with the manufacturer's warranty and unit to be installed in accordance with Local Building Code.
5. **Covered Patio Removal:** \$ 495.00
Remove and dispose of the existing covered patio located in the back yard area. Patio removal shall include the removal of the entire structure and the repair to existing concrete slab, capping of all electrical, and concealment of exposed electrical as needed. Contractor shall obtain all required permits to include the submission of a Plot Plan to the Building and Safety Department for approval. All work to be in accordance with Local Building Code.

NOTE: Existing concrete slab to remain. Contractor to repair concrete as needed due to post removal.

6. **Roof (Shingles):**

\$10,380.00

Remove and dispose of all existing roof covering layers, rain gutters, and dryrotted fascia boards, rafter tails, sheathing, and starter boards on the existing dwelling and garage. Install $\frac{1}{2}$ " exterior grade sheathing over existing spaced-lathing (if required). Replace all damaged fascia boards, rafter tails, sheathing, and starter boards with matching wood size. Install new 30lb. saturated felt base (ASTM), and new Timberline Cool Color Series ENERGYSTAR (or approved equal) architectural shingle backed by a 40-year transferable warranty. Install new high profile hip and ridge cap SBS modified. The installation shall include all new sheet metal flashing where required - valleys, drip edges, roof jacks, pipe flashing, vent caps, and the installation of required standard attic vents. Seal all roof penetrations with appropriate mastic cement or sealant (blend as necessary) to insure integrity of the roof. Prepare and finish all newly installed unfinished sheet metal or wood in a color that complements new roof covering. The owner shall select and approve roofing material and color prior to application. The contractor shall provide the owner with the manufacturer's warranty for materials upon completion of roof installation. To be installed according to Local Building Code and manufacturer's specifications.

OSB RADIANT
BARRIER
7/16" THICK
IS INCLUDED

Any UNFORSEEN wood shall be replaced, installed, and painted (if required) at a rate of:

\$ 2.75 (Sheathing sq.ft.) \$ 10.25 (Fascia L.F.)

\$ 5.50 (Starter Boards L.F.) \$ 10.25 (Rafter Tails L.F.)

Replacement of any UNFORSEEN wood shall be approved by the City, Contractor, and Owner in the form of a CHANGE ORDER prior to installation.

NOTE: Contractor shall note that the existing roof has multiple layers of asphalt shingles and may have an original wood shake shingle roof. If new sheathing is required, contractor shall install new code complying exterior grade Title-24 radiant barrier sheathing. Contractor to install sheet metal over existing sheathing knots or holes as requested by the Building Inspector.

7. **Common Bathroom Repairs:** MCA up to \$1.25/sq.ft. Tile \$ 9,730.00
- Remove and replace existing tub with new "Kohler" or approved equal fiberglass tub. Tub installation to include new drain kit. Remove existing tile in tub/shower stall and prepare walls to provide for a smooth and level surface, install new 4"X4" ceramic tiles (i.e., standard grade tile). Remove and replace existing bath/shower valve and fixtures with new "Moen" or approved equal single handle control bath/shower fitting. Replacement shall include new washerless ceramic disc valve, lever knob handle, diverter spout, and standard low flow showerhead. Install new standard 16" high elongated "Glacier Bay" or approved equal low flow toilet (1.28 gallons per flush) with new wax ring, caulking at base, flex hose, and valve, 3-mirror medicine cabinet, bathroom sink faucet, vanity. Prepare interior walls and ceilings in the bathroom to receive fresh paint. Owner shall select and approve all colors, patterns, finishes, and materials prior to application. All work to be in accordance to Local Building Code. MCA up to \$175/toilet

NOTE: Contractor shall remove all tiled walls and install new code complying drywall with insulation (if required).

8. Asbestos and Lead Abatement and Removal:\$ 2,700.00

An asbestos and lead test has been performed for the proposed repair work, which has revealed the presence of asbestos or lead containing materials. This report has been attached for your review.

It shall be the selected contractor's responsibility to ensure that the recommendations provided in the referenced report/survey are strictly adhered with, and that the removal and handling of asbestos or lead containing materials are performed by properly licensed and certified contractor(s) and personnel. All firms and personnel handling the asbestos or lead containing materials shall be provided with a copy of the above listed limited asbestos or lead report/survey. All required asbestos or lead removal/disturbance notifications must be filed, and photocopies of such notifications, as well as DOSH certification documentation provided to the owner prior to the start of repairs. Additionally, a certificate of completion, notifications, and chain of custody and completed waste manifest information must be submitted to the owner prior to submission of contractor billing.

This is a Federally funded Community Development Block Grant activity. These asbestos or lead requirements are an integral part of the repair activity, and failure to conform to these requirements will prohibit the payment for any work, materials, or services provided or performed under this proposal. Any costs incurred for improperly performed or incomplete work shall be the responsibility of the Contractor.

All bid proposals shall include the cost of the required asbestos or lead related services. Additionally, the contractor or subcontractor performing the activity must be specified.

ASBESTOS OR LEAD ABATEMENT CONTRACTOR:

Firm Name: Universal Abatement Services, Inc.
Address: 1450 S. Burlington Ave, Ste 347
Los Angeles, CA 90006
Phone: (800) 826-9508
DOSH Certification No: 383

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, 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.

PROJECT TOTAL: \$ 26,620.00

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary. Material allocations do not include taxes.

NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF COMMERCE 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.

Homeowner Signature:	Date:
Homeowner Signature:	Date:

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 proposes 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:

TWENTY SIX THOUSAND SIX HUNDRED TWENTY Dollars. (\$ 26,620.00)
Price In Words *Price In Numbers*

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

It is further agreed that if awarded this contract, 10% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 45 working days.

Contractor: <u>NABB CONSTRUCTION INC.</u>	Lic. No. & Class: <u>871484 B,C-10,C-36</u>
Signature: <u>[Signature]</u>	Phone No.: <u>(562) 552-4449</u>
Address: <u>10908 BENFIELD AVE; DOWNEY, CA 90241</u>	