



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

February 26, 2018


Evelyn Bahani
11831 Brookshire Avenue
Garden Grove, CA 92840

Ms. Bahani:

Enclosed is a copy of the Agreement by and between the City of Garden Grove, Evelyn Bahani "Owner", and HIM Construction for the rehabilitation of property at 11831 Brookshire Ave, Garden Grove, CA 92840.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Community and Economic Development Department



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February 26, 2018


HIM Construction
9950 Del Rio Way
Cypress, CA 90630

Attention: Young Park

Enclosed is a copy of the Agreement by and between the City of Garden Grove, Evelyn Bahani "Owner", and HIM Construction for the rehabilitation of property at 11831 Brookshire Ave, Garden Grove, CA 92840.

Sincerely,

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Council Member - District 6

REHABILITATION OF PROPERTY AGREEMENT

THIS AGREEMENT is made this 13th day of February, 2018 by and between **Evelyn Bahani**, hereinafter referred to as "OWNER," the City of Garden Grove, herein referred to as "CITY," and **HIM Construction**, hereinafter referred to as "CONTRACTOR," (Address) **9950 Del Rio Way, Cypress, CA 90630**, (State License Number) **1021832**.

This AGREEMENT is for the rehabilitation of property at **11831 Brookshire Ave., Garden Grove 92840**.

RECITALS

WHEREAS, the City of Garden Grove has established a Residential Rehabilitation Program, and

WHEREAS, the CITY will fund rehabilitation grants to homeowners, and

WHEREAS, CITY will coordinate bidding, construction billing and inspection activity with OWNER and CONTRACTOR,

NOW, THEREFORE be it mutually resolved between OWNER, CONTRACTOR, and CITY as follows:

PART I. SPECIFIC TERMS

- 1.1. **EFFECTIVE DATE.** This document shall have no force or effect unless and until executed by the OWNER, CONTRACTOR, and the CITY.

The date on which the AGREEMENT is executed by the City shall be referred to as the "Effective Date." The CONTRACTOR shall not be compensated under this AGREEMENT for work commenced or materials delivered to the Property before the Effective Date.

- 1.2. **THE CONTRACT.** This AGREEMENT consists only of this Part I (Specific Terms), Part II (Standard Terms), and Attachment No. 1 entitled Housing Rehabilitation Work Write-Up (Work Write-Up dated 1/24/18), which are incorporated herein by this reference.

This AGREEMENT shall be governed by the specifications contained in City of Garden Grove Housing Rehabilitation Standards and Work Specifications, which are made part of this AGREEMENT by this reference.

- 1.3. **TIME FOR COMMENCEMENT AND COMPLETION.** The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Housing Rehabilitation Work Write-Up within 15 days after the Effective Date. The CONTRACTOR agrees to complete all work listed above within 60 calendar days after the Effective Date of this AGREEMENT. All work completed under this AGREEMENT shall also be free of liens or rights of liens from contractors, mechanics, material persons or laborers. The AGREEMENT is subject to extensions approved by the OWNER and the CITY for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of

the OWNER or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this AGREEMENT.

1.4. **CONTRACT PRICE.** The CONTRACTOR agrees to accomplish work as described in the Housing Rehabilitation Work Write-Up in accordance with each term and condition of the specific items of work as stated in the Housing Rehabilitation Work Write-Up. **TOTAL CONTRACT PRICE: \$4,980.00**

1.5. **PAYMENT SCHEDULE.** The CONTRACTOR and OWNER(S) agree that the total contract price shall be paid in two (2) payments, based upon the value of the work completed at the time the progress payment is requested and final payment (retention). Progress payments shall be requested at the time and in the amounts specified in the Payment Schedule after inspection and approval of the work by OWNER and the CITY less a holdback of 10 percent of the price of the work completed, excluding completed change order work. The holdback shall be retained until final payment in order to protect the OWNER from any defaults by the CONTRACTOR. In the event the CONTRACTOR defaults, the holdback shall be disbursed in accordance with paragraph 2.9 of this AGREEMENT. Final payment shall be disbursed upon receipt 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 AGREEMENT. Said title report will be requested on the thirty-fifth (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. The OWNER shall not withhold payment to the CONTRACTOR except for noncompliance with the terms of this AGREEMENT, and shall not request the CONTRACTOR to perform work outside the scope of this AGREEMENT as a condition of receiving payment.

The CONTRACTOR acknowledges that it is a material breach of this AGREEMENT to request a progress or final payment which is in excess of the price of the work completed at the time such payment is requested, less the required holdback.

1.6. **LIQUIDATED DAMAGES.** CONTRACTOR and OWNER agree that it would either be impractical or extremely difficult to remediate actual damages in the event that CONTRACTOR fails to complete the described work within the time prescribed by this AGREEMENT. In connection therewith, CONTRACTOR agrees to pay OWNER 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 the OWNER or excused in accordance with paragraph 2.16. CONTRACTOR and OWNER further agree that fifty dollars (\$50.00) per day is a fair and reasonable estimate of such damages and said sum is not construed in any sense as a penalty. The parties further agree that said liquidated damages for delay shall be the OWNER'S sole and exclusive remedy for such delay.

1.7. **WARRANTY.** The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind and nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies.

This is a full warranty extending to the OWNER and subsequent OWNER(S) of the property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the OWNER or subsequent OWNER(S) shall have notified the CONTRACTOR at the address stated above within one year, from the recording date of final acceptance of all work performed under this AGREEMENT (Notice of Completion), except for any longer warranties which must be furnished to the OWNER in care of the CITY.

OWNER shall submit in writing to the CONTRACTOR and CITY, a list of all corrections which are covered by the CONTRACTOR'S warranty. CONTRACTOR shall proceed to make every attempt to have those corrections completed to the satisfaction of OWNER and CITY. Failure by the CONTRACTOR to comply with this section may result in its removal from the CITY'S list of eligible contractors.

- 1.8. PAYMENT SCHEDULE. Progress payments to the CONTRACTOR under this AGREEMENT for work completed may be requested by the CONTRACTOR in the amounts and at the intervals specified below. All payments (except the final payment) shall be reduced by the holdback percentage specified in paragraph 1.5 of this AGREEMENT.

The CONTRACTOR shall be entitled to request:

\$4,482.00 plus or minus the amount of change orders(s) (if applicable) when all work write-up items have been satisfactorily completed. The building permit inspection sign-off must be submitted with lien releases from all subcontractors and material suppliers and a satisfactory waiver of liens or a bond satisfactory to the Owner and City indemnifying the OWNER against any liens and a certificate from a State of California licensed pest control company, stating that the Property is free of all active infestation. The CONTRACTOR must also submit all warranties and guarantees.

\$498.00 in accordance with provisions set forth in paragraph 1.5 of this AGREEMENT. This sum represents final payment.

- 1.9. PARTIES TO CONTRACT. The OWNER and CONTRACTOR agree that they are the primary parties to this AGREEMENT and are solely responsible for its performance. The parties agree that neither the CITY nor the United States Department of Housing and Urban Development or their respective agents, officers or employees assume any liability or responsibility whatsoever arising out this AGREEMENT.

PART II. STANDARD TERMS

- 2.0. INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an

AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 2(a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 2(b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

- a. Maintain worker's compensation and employers' liability insurance coverage as required by the California State Workers' Compensation Law, liability for bodily injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.
- b. Maintain a comprehensive general liability policy with a minimum of \$1,000,000 per occurrence combined single limit coverage which includes bodily injury, property damage, and contract liability. Such insurance shall be primary and non-contributing and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

The CONTRACTOR agrees to provide evidence to the owner of such insurance prior to commencement of work. Such insurance shall provide for thirty (30) days prior written notice to the CITY in the event the insurance is canceled, changed in coverage, reduced in limits, or non-renewed. Failure to provide adequate evidence of insurance or failure to maintain the insurance as required by this paragraph shall be grounds for terminating this AGREEMENT at the option of the OWNER.

- 2.1. ASSIGNMENT. The CONTRACTOR shall not assign this AGREEMENT without written prior consent by the OWNER and the CITY. Assignment without such written consent is void.
- 2.2. CHANGE ORDERS. The CONTRACTOR shall not make any changes or additions to the Schedule of Work or the Specifications without prior written authorization by the OWNER and the CITY.
- 2.3. PERMITS AND CODES. CONTRACTOR shall perform all work under the AGREEMENT in conformance with applicable laws, ordinances, regulations, and orders whether or not such applicable laws, ordinances, regulations and orders are specified in this AGREEMENT or the attachments hereto. If any discrepancy is discovered in the AGREEMENT in relation to any such law, ordinance, regulation, or order, CONTRACTOR shall immediately notify OWNER and CITY of the discrepancy. The CONTRACTOR agrees to secure and pay for all necessary permits and licenses required for the CONTRACTOR'S performance of this AGREEMENT in compliance with applicable federal, state and local laws, regulations and requirements, including local but not limited to building and housing codes, whether or not specified in the Schedule of Work or Specifications.
- 2.4. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the OWNER, the CITY and their respective elective or appointive boards, 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 AGREEMENT. Each CONTRACTOR and subcontractor is acting in the capacity of an independent contractor with respect to the OWNER. The CONTRACTOR further agrees to protect, defend and indemnify the OWNER, the CITY, and their respective elective or appointive boards, agents, employees and officers from any claims by laborers, subcontractors or material person for unpaid work or labor performed, or materials supplied in connection with this AGREEMENT. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.
- 2.5. ELIGIBILITY. The 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, the CITY or any other public agency, and CONTRACTOR further agrees not to hire or utilize as a subcontractor or supplier any person or firm that is so listed.

- 2.6. **CONDITION OF PREMISES.** The CONTRACTOR agrees to keep the premises 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.
- 2.7. **LEAD-BASED PAINT.** The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR'S performance of this AGREEMENT, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one-hundredths of 1 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.
- 2.8. **TERMINATION.** The CONTRACTOR agrees that the OWNER shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of the AGREEMENT. In such event the OWNER shall be responsible for providing written notice to the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of mailing such notice, the OWNER shall have the right to select one or more contractors acceptable to the CITY to complete the work. If the expense of completing the work exceeds the balance not yet paid to the CONTRACTOR of this AGREEMENT (the "holdback amount"), the CONTRACTOR shall pay the difference to the OWNER within 10 days after OWNER mails by registered mail a written request for payment to the CONTRACTOR. If the expense of completing the work does not exceed the holdback amount, the OWNER shall pay the difference to the CONTRACTOR within 30 days after satisfactory completion of all work by the new contractor if it has been determined by the CITY that said amount is due and payable to the CONTRACTOR for completed work. The OWNER may use that portion of the holdback amount required to compensate the new contractor(s) selected pursuant to this paragraph, and the CONTRACTOR shall have no right to object to this determination by the OWNER.
- 2.9. **INSPECTION.** The CITY and their designees shall have the right to inspect all work performed under this AGREEMENT. The CONTRACTOR and OWNER will take all steps necessary to assure that the 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 CITY assumes no responsibility to the OWNER for defective material or work under this AGREEMENT or to either party for any breach of this AGREEMENT by the other. However, CITY may determine whether or not work by CONTRACTOR on the project is in compliance with the plans and specifications. CITY may determine the adequacy of CONTRACTOR'S methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. CITY may stop the work of CONTRACTOR if necessary to prevent improper execution and may determine the amount and quality of the several kinds of work and materials. CITY may reject all work and materials which do not conform to the requirements of the AGREEMENT. All instructions, rulings, and decisions of CITY shall be binding on OWNER and CONTRACTOR when delivered or mailed to OWNER or CONTRACTOR in writing.

OWNER or CONTRACTOR shall make every effort to resolve disagreements. In cases that cannot be resolved between the OWNER and CONTRACTOR, the CITY shall make a decision and determination on the disagreement subject to the provision of Section 17 hereof.

2.10. INTEREST OF FEDERAL OR CITY PERSONNEL. The CONTRACTOR agrees that none of the following shall have any interest or benefit, direct or indirect, in the AGREEMENT:

- a. Any officer or employee of the CITY who exercises any function or responsibility in connection with administration of the Grant Program, or any member of the governing body of the 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 HUD at a grade level of GS-9 or above.

2.11. EQUAL OPPORTUNITY. The CONTRACTOR shall 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, age, and status with regard to public assistance or disability. On agreements of \$10,000 or more, the CONTRACTOR shall abide by the following provisions of Executive Order 11246, and shall incorporate such language in all contracts for \$10,000 or more which it enters into in connection with the AGREEMENT.

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall 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. The CONTRACTOR shall post in conspicuous places, available to employee and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.
- b. The CONTRACTOR shall, in all solicitations or advertisements for employees placed on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The CONTRACTOR shall 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 the CONTRACTOR'S commitments under Section 202 of Executive Order Number 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The CONTRACTOR shall 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.

f. The CONTRACTOR shall 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 shall 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, regulations, and orders.

g. In the event the CONTRACTOR fails to comply with the nondiscrimination clauses of the AGREEMENT or with any of the said rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the 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, or as otherwise provided by law.

h. The CONTRACTOR shall include the portion of the sentence immediately preceding subparagraph a. and the provisions of subparagraphs a. through h. 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 shall be binding upon each subcontractor or vendor. The CONTRACTOR shall take such action with respect to any subcontract or purchase order as the property owner 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 event the

CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner or the Secretary of Housing and Urban Development, the CONTRACTOR may request the CITY to enter into such litigation to protect the interest of the Secretary of Housing and Urban Development of the United States.

- 2.12. COOPERATION OF OWNER. While this AGREEMENT is in force, OWNER shall permit CONTRACTOR to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, covering, furniture, etc., as necessary.
- 2.13. WORK WRITE-UP, SPECIFICATIONS AND DRAWINGS. The CONTRACTOR has carefully reviewed the Work Write-Up, rehabilitation specifications, and drawings. Any part of the work not specifically set forth in the Work Write-Up or drawings, but which is necessary for the proper completion of the work shall be supplied at the expense of the CONTRACTOR unless it is specifically excluded from the AGREEMENT.
- 2.14. 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. Both workmanship and materials shall be of good quality.
- 2.15. EXTENSION OF TIME OF COMPLETION. The time of completion of this AGREEMENT may 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. The unavailability of materials or workers because of labor disputes.

CITY shall be contacted by CONTRACTOR as soon as possible regarding any suspension or delay of work to determine whether or not circumstances justify extending the time of completion.

- 2.16. DISPUTES TO BE DETERMINED BY WRITTEN RESPONSE. In the event that any dispute(s) between the CONTRACTOR and the OWNER arises out of or in connection with provisions of this AGREEMENT, either one, or both, shall submit in writing the fact and nature of such dispute(s) to the CITY. Within thirty (30) days of such notice, the CONTRACTOR and the OWNER shall either resolve the dispute or shall seek a resolution of the dispute from written response from the CDBG Coordinator or Project Manager. If the dispute is not resolved by that time, the City will withhold final payment from the CONTRACTOR.

(SIGNATURE BLOCK ON NEXT PAGE)

OWNER Emlynn Bahani

1-25-18
DATE

~~x~~
CONTRACTOR ~~[Signature]~~

2/13/2018
DATE

By: [Signature]
CITY MANAGER

2/13/18
DATE

APPROVED AS TO FORM
[Signature]
OMAR SANDOVAL
City Attorney
City of Garden Grove
DATED: 2-13-18

ATTEST: [Signature]
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: 2/27/18

Attachment No. 1

Housing Rehabilitation Work Write-Up (Work Write-Up dated 1/24/18)

SEE ATTACHED WORK WRITE-UP

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Construction Inc.
 dba **DECO Painting**
 Lic.#1021832

(TEL) 714-448-1363
 (CELL) 714-232-2636
 (E-MAIL) decoforhim@gmail.com
 (ADD) 9950 DEL RIO WAY. CYPRESS CA. 90630

Quote #209

Proposal to	William & Evelyn Bahani		
Address	11831 Brookshire Ave. Garden Grove CA. 92840		
Phone	714-860-2363	Date	1/24/2018

Scope of work

Exterior painting

- Power washes with water blaster.
- Patching for stucco.
- Patching for wood crack and damage.
- Scraping and sanding for necessary.
- Replace wood for necessary.
- Prime and caulk for necessary.
- Include garage door.
- Painting for back yard storage.
- Painting for Iron Gate. (Two)
- Replace a wood fence door.
- Just paint for wood fence.
- Except front door.
- Material; premium product of from Dunn & Edwards.

TERMS

We will furnish material and labor to complete job according to specifications agreed upon for the sum of \$ **4,980** dollars. Payment to be made as follows: A) Ten-percent due at customer acceptance of proposal; B) forty-percent due at commencement of job; C) Remaining balance due at completion of job.

Accidents, strikes, or other delays beyond our control may affect this agreement.
 Note – This proposal may be withdrawn by us if not accepted within **30** days.

Authorized signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ana GO Insurance Center 3700 Wilshire Blvd # 1080 info@goins79.com Los Angeles CA 90010	CONTACT NAME: SOPHIE PARK PHONE (A/C, No, Ext): (213) 383-6100 E-MAIL ADDRESS: info@goins79.com	FAX (A/C, No): (213) 386-5834
	INSURER(S) AFFORDING COVERAGE A, X, V	
INSURED Young Park 714-232-2636 H I M CONSTRUCTION INC dba DECO PAINTING 9950 DEL RIO WAY dec@forhim@gmail.com CYPRESS CA 90630	INSURER A: AMTRUST INTERNATIONAL UNDERWRITERS LTI AA-1780074	
	INSURER B: STATE COMPENSATION INSURANCE FUND 35076	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		XN107037401	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	9202884-18	01/11/2018	01/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	if yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED.
RE: 11831 BROOKSHIRE AVE GARDEN GROVE CA 92840

Reviewed and approved as to insurance language and/or requirements.
Neidra M. Jay
 Risk Management
 2-12-18

CERTIFICATE HOLDER **CANCELLATION**

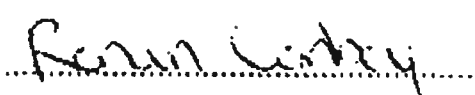
THE CITY OF GARDEN GROVE 11222 ACACIA PARKWAY GARDEN GROVE CA 92840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>H. B. Parker</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED -
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: XN107037401	Endorsement Effective: 2/9/2018 12:01 a.m.
Named Insured: H I M CONSTRUCTION INC DBA DECO PAINTING	Counter Signed By: 

SCHEDULE

Name of Person or Organization: CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES 11222 ACACIA PARKWAY, GARDEN GROVE CA 92840
Location: VARIOUS LOCATIONS THROUGHOUT ORANGE COUNTY, CA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations

Reviewed and approved as to insurance language
and/or requirements


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D. The following are added to **SECTION V – DEFINITIONS:**

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

E. The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

2. Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

Policy #: XN107037401

Insured Name: DBA DECO PAINTING

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES 11222 ACACIA PARKWAY, GARDEN GROVE CA 92840	PAINTING CONTRACTOR, RE-PAINTING, REPAIR & SERVICE PROJECTS ON SINGLE FAMILY DWELLING BUILDINGS VARIOUS LOCATIONS THROUGHOUT ORANGE COUNTY, CA

Information required to complete this Schedule, if not shown above, will be shown in the declarations

Section II - Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "Property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Reviewed and approved as to insurance language
and/or requirements

Neil M. Jay
Risk Management
2-12-18

