

# 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.

February 22, 2018

Annette Mallow 11711 Rexford Rd. Garden Grove, CA 92840 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

Ms. Mallow:

Enclosed is a copy of the Agreement by and between the City of Garden Grove, Annette Mallow "Owner", and NT Electric & HVAC, Inc., for the rehabilitation of property at 11711 Rexford Rd, 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 22, 2018

NT Electric & HVAC, Inc. 240 S. Poinsettia Dr. Orange, CA 92868 Steven R. Jones

Mayor

Kris Beard

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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

Attention: Nathan Duong, CEO/President

Enclosed is a copy of the Agreement by and between the City of Garden Grove, Annette Mallow "Owner", and NT Electric & HVAC, Inc., for the rehabilitation of property at 11711 Rexford Rd, Garden Grove, CA 92840.

Sincerely,

Teresa Pomeroy, CMC City Clerk

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Deputy City Clerk

**Enclosure** 

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### REHABILITATION OF PROPERTY AGREEMENT

This AGREEMENT is for the rehabilitation of property at 11711 Rexford Rd, 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 1/12/18), 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: \$5,000.00 (OWNER to pay an additional \$4,500.00)
- 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:

\$4,500.00 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.

\$500.00 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)

Cilina Ritto PDA. OWNER	2/8/18
- WU/	DATE  12/08/
By: CITY MANAGER	DATE  Z/12/1  DATE
APPROVED AS TO FORM OVA J	e e e e e e e e e e e e e e e e e e e
City Attorney City of Garden Grove DATED: 2-/2-/8	<u>.</u>

ATTEST: JUST for TERESA POMEROY, CMC City Clerk City of Garden Grove DATED: 2/14/18

### Attachment No. 1

### Housing Rehabilitation Work Write-Up (Work Write-Up dated 1/12/18)

### SEE ATTACHED WORK WRITE-UP

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### **ELECTRIC & HVAC, INC.**

C-10 | C-20 | License# 959727 240 S Poinsettia Dr. Orange, CA 92868

Phone: (714) 277-6747 | Fax: (657) 223-9111

E-mail: info@ntelectric-hvac.com www.ntelectric-hvac.com

ESTIMATE:

Nº

1001

Date: 01/12/2018

Customer: MS. Cierna

Garden Grove, CA 92840

(Annette Mallow)

PROJECT DESCRIPTION	ł		102				.0	10
- Install Electric - City Permit s - Ocontact x	al Mer	ter	200 A	120	240V	Single	phase	
- City Revnit s	Tispent	in		,		1	4	5
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warrandy 2 year for work above

TOTAL 2500.00

NT ELECTRIC & HVAC, INC.

**CEO/PRESIDENT** 

**CUSTOMER** 

NATHAN DUONG



### **ELECTRIC & HVAC, INC.**

C-10 | C-20 | License# 959727 240 S Poinsettia Dr. Orange, CA 92868

Phone: (714) 277-6747 | Fax: (657) 223-9111

E-mail: info@ntelectric-hvac.com

www.ntelectric-hvac.com



### **ESTIMATE**

Date: 01/12/2018

**Estimator:** 

Customer: MS. Gerna Pl Address: 11771 Rex ford, Rd Ci	hone: <u>714_403</u>	_ <u></u>	
Address: M771 Rex ford, Rd C	ty: Garden Gr	We Zip Code: <u>02840</u>	
1		Gas Furnace de Evaporator Coils	
Square Footage \ \Q 00	Heat Pump □	Fan Coil   Air Duct	
	Thermostat t	√Condensate Pump	
JOB DESCRIPTION:	EQUIPMENT	□ LEGACY:	
☑ Remove & Haul Old Equipment	CONDENSER	106ANA.04.8.0.0.Q 16 SEER	
☐ Install air duct system with Air	FURNACE	310JAV <i>04</i> 2.4Q80% AFUE	
balancing	EVAP COILS	ADP.C48.A17.5.C1.56	
☐ Zoning control	TSTAT	HONEYWELL TH5110D1022	
🗹 Install Grilles in all area		□ PREFERRED :	
☐ Open access for Equipment	CONDENSER	127ANA 17 SEER, 2 STAGE	
☐ Build platform to setup Equipment	FURNACE	314JAV80%AFUE, 2 STAGE	
₫ Install line set + cover	EVAP COILS	ADP	
☐ Supply gas + Venting for Furnace	TSTAT	HONEYWELL TH5220D1003	
□ Power supply 120V for Furnace		□ EVOLUTION:	
□ Attic light	CONDENSER	189BNV19 SEER	
□ Power supply 240V for Condenser		VARIABLE SPEED	
☑ Install condenser pad	FURNACE	986TB96% AFUE	
☑ Install drain line		VARIABLE SPEED	
Minstall condensate pump	EVAP COILS	ADP	
	TSTAT	EVOLUTION	
		SYSTXBBECWO1A	
Notes: HVAC System 4 Ton, 16 SEER, R410A, City Total \$ 7000.00			
Remit of HERR Test incl	uded	, 1 1000.00	

### Warranty:

Labor- NT ELECTRIC & HVAC INC provides two year warranty on all workmanship of installation

Parts - Bryant Manufacture provides ten year warranty on any defective Parts

We wish to thank you for the opportunity to help you out with your HVAC system. Please let us know if

you have any question regarding this Estimate

Thank you

Nathan Duong - President | NT Electric & HVAC INC

Annette Mallow 11771 Rexford Rd Garden Grove, 92840 Phone # 714-403-7594

### Homeowner is requesting the following Sr. Grant improvements:

\$ 2500 · 00 1. Replace main electrical box Notes: Existing 100amp panel missing dead front - misc. wire issues Replace \$ 4600. 10 2. Repair HVAC Notes: Old HVAC system located inside hallway closet and condenser located outside at appears to be the original unit 3. Tankless water heater Notes: Currently the house has a storage tank type water heater. This would be a complete system change to tankless Permits required

\*Contractor shall obtain a building permit and obtain inspections as necessary (include cost of permit in bid).

300.00 (Required) Contractor shall verify that there are properly working smoke detectors and carbon monoxide detectors as required by the California Residential Code. Contractor shall, if necessary, install smoke detectors in each bedroom and smoke detectors with carbon monoxide detectors outside the sleeping areas in the immediate vicinity of the bedrooms.

(Attach separate sheet for suggested options and material changes)

Additional notes:

TOTAL BID ESTIMATE \$ 980.00



C10, C20 License # 959727

240 S Poinsettia Dr, Orange, CA 92868

Phone: 714-277-6747, Fax: 657-2239111

Email: info@ntelectric-hvac.com

Website:www.ntelectric-hvac.com

### CONTRACT

**Job Name: Annette Mallow Residence** 

Attention: Ms. Cierna

Job Location: 11771 Rexford Rd

Garden Grove, CA 92840

Date: 03/24/2017 Contract: 2018-2

**Creator: Nathan Duong** 

We are pleased to Contract the complete Electrical work and HVAC work of the above referenced project per drawings, clarification and exclusion as follows: Please find this information outlined as follows:

### **I.GENERAL SCOPE OF WORK:**

### 1. ELECTRICAL WORK:

- Provide and install Murray Electrical Meter Panel 200A, 120/240V, 1P, 3W
- Provide and install new pole 2" Rigid Conduit, Overhead Service Entrance
- Replace all existing circuit breaker with new Murray circuit breaker
- Responsible for City Permit, City Inspection and contacted with SCE

### 2. HVAC WORK:

- Provide and install Bryant 4Ton, 16 seer, R410A Condenser Model 106ANA048000
- Provide and install Bryant 4 Ton, 80 AFUE Gas Furnace Model 310JAV048090
- Provide and install ADP 4 Ton, R410A Evaporator coils, Model C48A210C156
- Provide and install condensate pump, Digital thermostat, Supply air grilles
- City Permit, City Inspection and Hers test

### **II. PRICE**

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of: 9,500.00 Dollars

### **III. PAYMENT**

Progress payments to be made: <u>Down payment 10% \* \$9,500.00 = \$950.00</u> and then pay in full when above work completed

### **IV. CONTRACT TIME**

Start Date: 02/12/2018Complete Date: 02/16/208

### **WARRANTY INFO**

- Warranty 2 years for labor by NT ELECTRIC & HVAC INC
- Warranty 10 years for HVAC parts by Bryant Manufacture

Respectfully by: Nathan Duong

### **ACCEPTANCE**

You are hereby authorized to furnish all material and labor required to complete the work mentioned in the above contract, for which you agree to pay the amount mentioned in said contract and according to the term thereof

• • •	
Accepted:	Date:
ALLEDIEU.	Date.

MWILCOXEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/07/2018

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

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Garden Grove, CA 92840 AUTHORIZED REPRESENTATIVE		Attn: Risk Management							
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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	

- A. 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location 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.

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Risk Management

### 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
Any person or organization, when you and such parties have agreed in writing in a contract or agreement pertaining to "your work" performed during the policy period. This additional insured coverage does not apply to "excluded residential construction". "Excluded residential construction".	
a) the ground-up construction of any building whose units will be individually owned and titled; and,	
b) "your work" performed on the conversion of any building into a condominium or townhome.	
Information required to complete this Schedule, if not sho	own 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".

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY AND BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### A. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

### B. WAIVER OF SUBGROGRATION – BLANKET

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" included in the "productscompleted operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- a. Is in effect or becomes effective during the term of this policy; and
- **b.** Was executed prior to loss.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2018

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 have ADDITIONAL INSURED provisions or 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 CONTACT Bianca Gaston **GEICO** GEICO NAME: One GEICO Boulevard PHONE FAX 1-866-509-9444 (A/C, No, Ext) Fredericksburg, VA 22412 (A/C, No): Email R1COMMEND@GECO.COM Address NAIC# INSURER(S) AFFORDING COVERAGE INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY 22063 INSURER B NT ELECTRIC & HVAC INC Nathan 240S S POINSETTIA DR DUONG INSURER C: ORANGE CA 92868 INSURER D: 714-277-6747 INSURER E: Helectric @Yahon.com INSURER F: 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. ADD'L SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS LTR WVD INSRD (MM/DD/YY) /MM/DD/YY COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR S PREMISES (Ea occurrence MED. EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PROJECT PRODUCTS - COMP/OP AGG. \$ OTHER \$ COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) Α ANY AUTO Х 9100178367 00 11/16/2017 11/16/2018 BODILY INJURY (Per person) 30,000 OWNED SCHEDULED BODILY INJURY (Per accident) Х Х 60,000 AUTOS ONLY **AUTOS** HIRED NON-OWNED PROPERTY DAMAGE X 50,000 AUTOS ONLY AUTOS ONLY (Per accident) UMBRELLA LIAB **OCCUR** EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS' COMPENSATION tanguag AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE N/A EL EACH ACCIDENT OFFICER/MEMBER EXCLUDED? E.L. DISEASE-EA EMPLOYEE (Mandatory in NH) If ves, describe under E.L. DISEASE-POLICY LIMIT DESCRIPTION OF OPERATIONS below DESCRIPTIONOF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additiona Remarks Schedule, may be attached if more space is required) CITY OF GARDEN GROVE IS NAMED AS ADDITIONAL INSURED. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ROVE

CITY	OF	GARDI	ΞN	G
11222	7.0	מ דיין מי	חדו	T.7

11222 ACACIA PKWY GARDEN GROVE, CA 92840-5208 THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL AUTO BA 20 48 08 10

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

Endorsement Effective

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Countersigned By:

	Countoi eig. iou by.
11-16-2017	
Named Insured:	
NT ELECTRIC & HVAC INC	(Authorized Representative)
SCH	REDULE
Name of Person(s) or Organization(s):	
CITY OF GARDEN GROVE	
11222 ACACIA PKWY	
GARDEN GROVE, CA 92840-5208	

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

BA 20 48 08 10	Includes copyrighted material of Insurance Services Office,
	Inc., with its permission.

Page 1 of1

and and approved as to insurance language

INSURED

### Policy Number 9100178367 00

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 003

### Government Employees Insurance Company

Named Insured NT ELECTRIC & HVAC INC Effective Date: 02-07-18 12:01 A.M., Standard Time Agent Name Yaquelin Sanchez Agent No. 67511 This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured. COVERAGE PART INFORMATION — Coverage parts affected by this change as indicated by [X] below. Commercial Property Commercial General Liability Commercial Crime Commercial Inland Marine COMMERCIAL AUTOMOBILE NO CHARGE The following item(s): Insured's Mailing Address Insured's Name Policy Number Company Effective/Expiration Date Insured's Legal Status/Business of Insured Payment Plan Premium Determination Additional Interested Parties Coverage Forms and Endorsements **Deductibles** Limits/Exposures Covered Property/Location Description Classification/Class Codes Rates Underlying Exposure/Insurance is (are) changed to read {See Additional Page(s)} SEE NEXT PAGE The above amendments result in a change in the premium as follows: This premium does not include taxes and surcharges. X No Changes To be Adjusted at Audit Additional NO CHARGE ReturnNO CHARGE Tax and Surcharge Changes Additional Return

100

**AUTHORIZED AGENT** 

Countersigned By:

## Policy Number 9100178367 00

### **COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 003

### **Government Employees Insurance Company**

Named Insured NT ELECTRIC & HVAC INC

Effective Date: 02-07-18

12:01 A.M., Standard Time

Agent Name

Yaquelin Sanchez

Agent No. 67511

### POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

THE FOLLOWING ADDITIONAL INTEREST (ADDL INSURED) HAS BEEN ADDED TO THE POLICY:

CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840-5208

THE FOLLOWING FORM(S) HAS BEEN ADDED:
BA2048 08-10 ADDITIONAL INSURED

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

### REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.





# CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

# NT ELECTRIC & HVACANG

# Reassigned License Number 959727

to engage in the business or act in the capacity of a contractor in the following classifications:

C10 - ELECTRICAL

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Witnessing hand and seal this day

Ssued-April 8, 2017 Reissued My 8, 2017 This ticense is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Kevin J. Albanese, Board Chair

The Market of the Contract of

David R. Fogt, Registrar of Contractors

13L-24 (REV. 00/15)

ALIDIT NO: 622499



# CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

# NT ELECTRIC & HVAC INC

# Reassigned License Number 959727

to engage in the business or act in the capacity of a contractor in the following classifications:

C10 - ELECTRICAL

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Witness my hand and seal this day, July 5, 2017 issued April 8, 2011

Reissued July 3, 2017

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Kevin J. Albanese, Board Chair

1/4 /M

David R. Fogt, Registrar of Contractors

AUDIT NO: 6/2/499

13L-24 (REV, 03/15)