

COMMERCIAL IMPROVEMENT PROGRAM AGREEMENT
FUNDING: CDBG GRANT

PROPERTY ADDRESS: 313 WEST CARSON STREET, CARSON, CA 90745

THIS COMMERCIAL IMPROVEMENT PROGRAM AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019 ("Effective Date") by and between the CITY OF CARSON, a municipal corporation ("City"), and BERTHA CERVANTES PADILLA, SURVIVING TRUSTEE OF THE PADILLA FAMILY REVOCABLE LIVING TRUST EXECUTED JUNE 15, 2004 ("Participant"). City and Participant hereby agree as follows:

1. DEFINITIONS.

- 1.1. **CC&Rs.** The term "CC&Rs" shall mean the Declaration of Conditions, Covenants and Restrictions in the form attached hereto as Exhibit E which will be recorded against the Property.
- 1.2. **CDBG Grant.** The term "CDBG Grant" shall mean the grant of Community Development Block Grant funds provided by City to Participant to fund a portion of the Project Work. The funds from CDBG Grant is defined as the Grant Funds as defined below.
- 1.3. **City.** The term "City" shall mean the City of Carson, a municipal corporation, having its offices at 701 E. Carson Street, Carson, CA 90745.
- 1.4. **Contractor.** The term "Contractor" shall mean the contractor selected to perform the Project Work on the Site pursuant to a bidding process conducted by Participant in accordance with requirements established by City and which City shall have a right to oversee for compliance with said requirements.
- 1.5. **Contractor Agreement.** The term "Contractor Agreement" shall mean the agreement between Participant and the Contractor in the form attached hereto as Exhibit C which will specify the Project Work.
- 1.6. **City Manager.** The term "City Manager" shall mean the City Manager of City.
- 1.7. **Grant Funds.** The term "Grant Funds" shall mean the amount of CDBG funds to be contributed by City for the Project Work as specifically set forth in Section 3.2.
- 1.8. **Notice to Proceed.** The term "Notice to Proceed" is the notice to be provided by City to Participant in accordance with Section 4.4 prior to the commencement of any Project Work.

EXHIBIT NO. 2

CARSON COMMERCIAL
IMPROVEMENT PROGRAM
AGREEMENT

- 1.9. **Participant.** The term “Participant” shall mean the person or entity identified in the Preamble above.
- 1.10. **Participant Contribution.** The “Participant Contribution” refers to the mandatory financial contribution to be provided by Participant as set forth on Exhibit D (Project Funding Itemization) which is equivalent to ten percent (10%) of the City approved CDBG Grant. The Participant Contribution must be deposited with the City prior to the commencement of the construction of the Project Work.
- 1.11. **Program.** The term “Program” shall mean the Commercial Improvement Program established by the City.
- 1.12. **Project Area.** The term “Project Area” shall mean an area designated as blighted under the City of Carson “Slum and Blight Study” for Community Development Block Grant funded programs, dated March 2010.
- 1.13. **Project Documents.** The term “Project Documents” shall mean all the documents to be executed by Participant and set forth in Section 3.4.
- 1.14. **Project Funds.** The term “Project Funds” shall mean both the Grant Funds and the Participant Contribution to be used for the Project Work.
- 1.15. **Project Work.** The term “Project Work” shall mean the rehabilitation of the Site as described in the Project requirements attached hereto as Exhibit B and specifically set forth in the Contractor Agreement.
- 1.16. **Site or Property.** The term “Site” or “Property” shall mean that certain real property owned by Participant located in the City of Carson at the address noted on the first page of this Agreement, and more particularly described on Exhibit A attached hereto.

2. **PURPOSE OF AGREEMENT.**

City has established the Program to facilitate the rehabilitation of commercial buildings and businesses within the City and the Project Areas. The purpose of this Agreement is, among other things, to set forth the commercial improvement requirements for the Target Areas which are applicable to the Site in accordance with Program requirements to eliminate blighted conditions and retain commercial businesses within the Target Areas.

The Site is located within Target Area No. 4. The approved Project Work for the rehabilitation of the Site is (i) in the best interests of the City and the welfare of its residents; and (ii) in accordance with the public purposes and provisions of applicable federal, state, and local laws and regulations.

3. **PROJECT FUNDING.**

3.1 Project Funds. The funding for the Project will be comprised of (i) the Grant Funds; and (ii) the Participant Contribution (set forth on Exhibit D). The specific amounts of the funds for the Project are set forth below in Section 3.2 (“**Project Funds**”).

3.2 Grant Funds and Participant Contribution. The maximum amount of the CDBG Grant shall be Ninety Five Thousand Dollars (\$ 95,000.00) (“**Grant Funds**”). The Participant Contribution shall be Seventeen Thousand Seven Hundred Dollars (\$ 17,700.00) (“**Participation Contribution**”). The Project Funds are the total of the Grant Funds and the Participation Contribution.

3.3 Project Documents. As a condition to obtaining the Grant Funds, Participant must execute (and acknowledge as applicable) and deliver the following Project Documents to the City:

- (a) This Agreement;
- (b) Building Permits/Inspections;
- (c) Contractor Agreement; and,
- (d) CC&Rs.

Participant agrees to perform all requirements under the Project Documents. Participant understands and agrees that the CC&Rs shall be recorded in the Official Records of Los Angeles County against the Property. Participant represents and warrants to City that as of the Effective Date that Participant owns the Property and can enter into the CC&Rs which are binding on the Property without the consent of any other person or entity.

3.4 Project Work. The Project Funds shall be used solely for the Project Work and the Contractor Agreement. Participant has carefully reviewed the Contractor Agreement and has accepted its terms by executing it and delivering it pursuant to this Agreement. The Contractor Agreement may not be modified or amended without the prior written consent of City.

3.5 Disbursement and Use of Project Funds. The Project Funds shall only be used to pay for the Project Work in accordance with this Agreement. City will distribute the Project Funds to pay the Contractor on behalf of the Participant upon Contractor's satisfactory performance of the Contractor Agreement and paid in accordance with the General Conditions of the Contractor Agreement. Participant authorizes the City to disburse the Project Funds directly to Contractor for completed Project Work.

Participant shall not be reimbursed for any work performed by Participant. Any additional work or work not performed in accordance with the Contractor Agreement will not be paid from Project Funds.

3.6 Prevailing Wages. Participant understands that the Project Work requires the payment of prevailing wages pursuant to California and Federal law, as set forth in the Contractor Agreement.

4. CONSTRUCTION OF THE PROJECT.

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

4.2 Permits. Before commencement of any Project Work, Participant shall obtain any and all permits and approvals which may be required by the City or any other governmental agency with jurisdiction. Execution of this Agreement by City shall not be construed as any commitment by City to issue any permits and Participant must obtain all permits pursuant to the City's standard process and requirements.

4.3. Costs of Construction. The cost of the Project Work shall be paid out of the Project Funds pursuant to Section 3.

4.4 Commencement of Project Work. Participant agrees that the Project Work shall not commence until all permits are issued (as set forth in Section 4.2) and City has issued a notice to proceed and delivered same to Participant ("Notice to Proceed"). Participant agrees that the City will not be responsible to reimburse Participant for any funds that Participant may advance to the Contractor prior to the issuance of the Notice to Proceed. Participant agrees that materials purchased, work commenced, or construction agreements signed prior to the Notice to Proceed are solely Participant's responsibility, and are not eligible for reimbursement under this Agreement.

4.5 Construction Schedule. The Project Work shall commence not later than ten (10) days after the City issues of the Notice to Proceed to Participant, and shall be completed within sixty (60) days thereafter except as stated otherwise in the Contractor Agreement or as mutually agreed in writing by Participant and City. The Project Work shall be deemed complete upon written notification specifying that the Project Work has been completed issued by City's Economic Development Work Group General Manager or designee and delivered to Participant.

4.6 Right of Access. Participant shall allow the Contractor access to the Site in order to construct the Project Work. Representatives of City shall also have the right of access to the Site during the period of construction to inspect the Project Work in accordance with this Agreement. Furthermore, City inspectors from the building department shall have the right to inspect the Project Work to confirm compliance with the permits.

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

4.8 Insurance and Indemnification.

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

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

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

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

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

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

The policies of insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances.

Participant shall provide in all contracts with contractors, subcontractors, architects and engineers that said contractor, subcontractor or engineer shall also comply with the foregoing insurance requirements.

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

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

5. USE OF THE SITE. Participant covenants and agrees that the Site shall only be used for the uses specified in this Agreement, the CC&Rs and consistent with the applicable zoning restrictions.

6. ENFORCEMENT.

6.1 Events of Default. In the event any party defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the non-defaulting party, or, in the event the default cannot be cured within the time period, the defaulting party has failed to commence to cure such default within the thirty (30) days and diligently prosecute the cure to completion, then the non-defaulting party shall declare an event of default to have occurred. Notwithstanding the foregoing, City shall have the rights specified in Section 7.1 as specified therein without notice to Participant.

6.2 Remedies. In addition to any other rights or remedies that may be available and subject to the requirements of Section 5, either party may institute a legal or equitable action to cure, correct, or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purposes of this Agreement. If a party defaults by failing to perform any of its obligations under the Agreement, the other party shall be entitled to the judicial remedy of specific performance, and each party agrees (subject to its reserve right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy. In this regard, Participant specifically acknowledges that City is entering into this Agreement for the purpose of assisting in the rehabilitation of the Site and not for the purpose of enabling Participant to speculate with land. In addition to the foregoing, City shall have the remedies specified in Section 7.11 as specified therein.

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

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

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

7. MISCELLANEOUS.

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

7.2 Notices. Formal notices, demands, and communications between City and Participant shall be sufficiently given if (i) personally delivered; (ii) sent by overnight delivery by a carrier such as Federal Express; or (iii) sent US Mail via registered or certified mail, postage prepaid, return receipt requested, to the addresses as follows: (i) to City as that the City Hall, and (ii) to Participant at the address set forth on the signature page and, if none, then to the Site. All notices shall be deemed to be received as of the earlier of actual receipt by the addressee thereof or the expiration of forty-eight (48) hours after depositing in the accordance with the foregoing.

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

7.4 Nonliability of City Officials and Employees. No employee, agent, consultant, officer, or elected official or appointed official of the City, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter, who exercises any function or responsibilities connected with this contract shall have any financial interest, direct or indirect, in this Agreement.

7.5 Modifications. This Agreement and none of the Project Documents may be modified, amended or modified without the prior written consent of both party.

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

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

7.8 Authority. Each individual executing this Agreement on behalf of Participant, represents, warrants and covenants to City that (a) if Participant is an entity that such entity is duly formed and authorized to do business in the state of its incorporation, (b) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (c) such entity is bound under the terms of this Agreement.

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

7.10 Restrictions on Transfer of CDBG Grant. Participant agrees that this Agreement and any funding provided hereunder have been authorized on the basis of the information provided by the Participant in the program application and on the basis of Participant's eligibility for the Program. This Agreement and any funding provided hereunder shall not be transferable in the event Participant sells the Property prior to or during the course of Contractor's performance of the Project Work pursuant to the Contractor Agreement. In the event of such transfer, Participant shall be solely liable for all Project Work to the Property and City shall have no obligation to disburse any of the Project Funds for payment of any expenses on or after the date of the transfer of title of the Property.

7.11 Applicant Affidavit/Acceptance of Conditions of CDBG Grant Approval. Participant as the program applicant(s) and owner(s) of the Property hereby acknowledge, agree

and accept, all conditions of the CDBG Grant contained in this Agreement and all Exhibits. Participant further understands that any misstatements, omissions, misrepresentations, deletions, falsifications, or other actions which result in nonconformance to the conditions listed herein or nonconformance with the terms of any Project Documents and program related documents, including, but not limited to, any contract, application or affidavit, will result in the City have the right to immediately terminate this Agreement and any Project Funds previously disbursed shall be immediately due and payable to City and may also further result in legal action against Participant.

7.12 Interpretation. This Agreement shall be interpreted as if drafted by both parties and to fully enforce the terms hereof.

7.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

7.14 Counterpart Execution. This Agreement may be executed in counterparts each of which have caused this Agreement shall be deemed an original and shall constitute one and same instrument.

7.15 Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A	Legal Description of Property
Exhibit B	Project Work Summary
Exhibit C	Contractor Agreement
Exhibit D	Project Funds Disbursement Categories
Exhibit E	CC&Rs

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

PARTICIPANT:

Bertha Cervantes Padilla, surviving trustee of the Padilla Family Revocable Living Trust
executed June 15, 2004

By: _____

Bertha C. Padilla

Its: Owner

By: _____

Its: _____

CITY:

CITY OF CARSON, a municipal corporation

By: _____

Saied Nasseh-Shahry, Director of
Community Development

ATTEST:

By: _____

Doniesia Gause,

CMC/MMC City Clerk

EXHIBIT A

COMMERCIAL IMPROVEMENT PROGRAM AGREEMENT

LEGAL DESCRIPTION

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

THE WEST 50 FEET OF THE EAST 145 FEET OF THE SOUTH 165 FEET OF LOT 34 OF TRACT NO.3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGE 5 OF MAPS, IN THE OFFICE OF THE COUTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 25 FEET THEREOF.

APN:7343-009-026

EXHIBIT B
COMMERCIAL IMPROVEMENT PROGRAM AGREEMENT
PROJECT WORK (WORK WRITE-UP)

CITY OF CARSON
Commercial Rehabilitation Program
CDBG Funded

WORK DESCRIPTION AND BID PROPOSAL FORM

Name: Camino Realty	Case No.: CRP-1801
Address: 313 W. Carson Street	Tel. No.: (310) 320-4600 (Bertha Padilla)
City: Carson, CA 90745	Date: November 07, 2018

All work is to be done per City of Carson building, planning, and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall furnish a list of proposed desired substitutions at time of bidding. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. Use of lead-based paint is prohibited. Removal or work on asbestos and lead containing materials is subject to applicable federal, state, and local regulations.

Any questions regarding this project, the plans, and specifications should be made to Miguel Ramirez at (562) 787-5004.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS **ESTIMATE**

ITEM DESCRIPTION: **ESTIMATE:**

1. **Demolition:**

- Remove existing ramp, windows, door, porch structure, framing, landscaping, irrigation, and pavement markings as required.
- Remove existing electrical, light fixtures, signage, monument post sign, plumbing, and stucco as required.
- Remove any items necessary to complete the improvements as shown on the attached construction drawings.

\$ 7000

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

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

Owner to be responsible for the temporary removal of any items within 5 feet of area to be rehabilitated. Owner shall contact their alarm company for temporary disconnection and reconnection of alarm system.

2. **Structure Installation:** Construct new structural framing for new window, entry way door, and exterior framing for metal awning support to the existing building as noted on the attached construction drawings. The new structural framing shall be constructed in the configuration, location, and manner as specified on the attached construction drawings (pages A104, A105, A901-903, and S101-402). Structure installation shall include new "Simpson" hardware, wood framing, blocking, shear walls, concrete foundation/pads... as indicated on attached construction drawings. **Contractor shall pay all fees associated with a deputy inspector.** \$ 8000
- NOTE: Contractor to conceal all existing exposed plumbing and electrical lines. All hose bibs to be concealed within a keyed plumbing box.**
3. **Electrical:** Contractor shall install new electrical junction boxes to accommodate two new LED recessed lights in the awning, four new flood lights, one wall sconce light, one illuminated channel letter sign, and one monument sign. Electrical shall include new concealed conduit, wiring, breaker, separate light switches, sign circuit with timer, sub-panel, trenching as needed... Any damage to the interior or exterior surfaces shall be repaired to match conditions prior to work being done. All work to be in accordance to the California Electrical Code and Local Building Code. \$ 7200
4. **Concrete ADA Ramp with Steel Handrail:** Construct new concrete ADA ramp with standard steel handrail and guardrail assembly as noted on the attached construction drawings (pages A101, A102, A104, A902-903, and S101-402). Construction shall consist of new grading, foundation, foundation ties, truncated domes, and any other item necessary to construct new ADA ramp with steel handrail and guardrail. Handrail and guardrail to be prepared for paint. \$ 12000
5. **Storefront Doors and Windows:** Provide and install new 1 $\frac{1}{4}$ " x 4" anodized bronze aluminum extruded storefront door systems (double swung w/panic bar) and windows (pages A102 and A105). Doors shall be ADA compliant (36" width minimum), ADA Pemko or approved equal threshold, ADA door hardware, and standard mail slot. Doors and windows to be installed in the configuration, location, and manner as specified in the attached construction drawings (glass to be clear $\frac{1}{4}$ " inch tempered as indicated). \$ 9000

NOTE: Contractor shall note that repair work shall include all associated finish work to the immediate interior or exterior of door/windows. Interior areas shall be properly sanded and primed only (owner to paint as needed).

6. Roof (Shingles):

Remove and dispose of all existing roof covering layers, rain gutters, and dryrotted sheathing, rafter tails, and fascia boards on the existing property. Install $\frac{1}{2}$ " exterior grade Title-24 radiant barrier sheathing over existing spaced-lathing. Replace all damaged sheathing, rafter tails, and fascia 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. Prep and finish all newly installed unfinished sheet metal or wood in a color that complements new roof covering. Owner shall select materials and color and contractor shall submit selected material and color to the Planning Department for final approval. To be installed according to Local Building Code and manufacturer's specifications.

\$ 17000

NOTE: Contractor shall note that the existing roof has multiple layers of asphalt shingles and may have an original wood shake shingle roof. Contractor shall preserve the existing roof mounted HVAC system and shall repair all damaged framing that appears to be sagging.

7. Exterior Paint:

Waterblast the existing property. Prepare all exterior wood and stucco of property to receive fresh two tone paint. Pull all nails and tacks; fill all holes and cracks; scrap smooth all rough or paint curled surfaces; apply primer to all bare or exposed wood. Repair all dry rotted or damaged wood eaves, fascia boards, trim moldings, and window trim prior to painting. All wood that is beyond repair shall be replaced. Paint property with appropriate exterior grade "Dunn Edwards" or approved equal No VOC paint (minimum 2 coats or until even/complete coverage is achieved), including eaves, fascia, doors, vents, guardrails/handrails, bollards, awning, etc. Owner shall select colors and contractor shall submit selected colors to the Planning Department for final approval.

\$ 9000

NOTE: Contractor shall remove all unused telephone, cable, and satellite dish wires. All remaining wires to be properly fastened to building.

8. **Metal Awning:** Contractor shall install a new metal awning with corrugated metal cover, rods, and two LED recessed lights. Awning to be installed in the configuration, location, and manner as indicated in the attached construction drawings (pages A104, A901, and S101-402). New metal awning shall be primed and painted. \$ 8000
9. **Exterior Lighting:** Contractor shall install two new standard LED recessed light fixture in new awning, 1 sconce/cylinder light fixture, and 4 new standard bronze flood lights by LSI Industries or approved equal. Owner shall select light fixtures and contractor shall submit selected light fixtures to the Planning Department for final approval. All lighting is required to be UL approved and to meet the California Electrical Code and Local Building Code. \$ 4500
10. **ADA Parking Stall and Striping:** Contractor shall power wash the parking area as needed. Contractor shall then slurry seal and stripe a new ADA parking stall with hatched line access aisle (ONLY) with ADA compliant signs and new parking stalls in accordance to the attached construction drawings (pages G-002 and A101). Parking stalls shall include wheel stoppers and all associated ADA access signs. Contractor shall verify all dimensions with the Building Department prior to application. \$ 4000
11. **Address Identifiers:** Contractor shall install new non-lit channel letter numerical identifiers "313" at the front of building. Identifier shall be in a font and color that complements the new building colors (10 inches in height). Color and font to be approved by the owner and submitted to the Planning Department for final approval. \$ 1000
12. **Channel Letter Sign:** Contractor shall install a new LED illuminated channel letter sign indicating "CAMINO REALTY" on the metal awning as indicated on attached construction drawings (page A104). New channel letter sign shall be standard boxes with acrylic faces. Contractor to submit construction drawings to the Building and Planning Department for approval prior to installation. Contractor to be responsible for the payment of construction drawings, plan check fees, and permit fees. Owner to approve lettering and color prior to fabrication. \$ 8000

13. **Monument Sign:** Contractor shall install a new LED illuminated monument sign with stone veneer indicating "CAMINO REALTY" as indicated on attached construction drawings (page A104). New monument sign shall include stone veneer (Cliffstone) by El Dorado Stone or approved equal and shall have standard LED illuminated channel letters with acrylic faces. Contractor to submit construction drawings to the Building and Planning Department for approval prior to installation. Contractor to be responsible for the payment of construction drawings, plan check fees, and permit fees. Owner to approve lettering and color prior to fabrication. \$ 7000
14. **Irrigation and Landscaping:** Contractor shall install a new irrigation system in the planter box areas (owner to specify). Irrigation system shall include a new timer at the interior of building, bubbler heads, valve, valve enclosure with locking mechanism, plumbing, and electrical. Install new slow growing drought tolerant landscaping (\$300.00 plant allowance) including 2" bark mulch and 4" concrete curb. Contractor shall insure proper soil preparation for the plants in accordance with the manufacture recommendations and to leave system operational and instruct the owner on activating instructions. Owner shall select plant species and contractor shall submit selected plant species to the Planning Department for final approval. \$ 5000

NOTE: Valves to be located below grade in a valve enclosure.

CITY FEES:

15. **Insurance and Mobilization:** Contractor shall obtain liability and workers compensation insurance in accordance to City regulations and shall add the City of Carson as an additional insured. Bid price to include any related storage fees and mobilization of materials and equipment/tools. \$ 3000
16. **Building Permits with Associated Fees and City Business License:** Obtain and pay for City of Carson building permits, business license, and inspections. \$ 3000

NOTE:

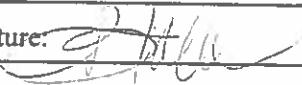
All work shall include the protection of buildings as well as maintaining the premises clean at all times.

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: \$ 112,700

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 CARSON TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE CITY, THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Owner Signature: 

Date: 10/20/15

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

One hundred twelve thousand seven Dollars, (\$ 112,700.00)
 Price In Words hundreds Price In Numbers

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

It is further agreed that if awarded this contract, no advances or down payments will be issued to contractor and 20% 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 120 calendar days.

Contractor:	<u>DHI CONSTRUCTION INC</u>	Lic. No. & Class.:	<u>B 922155</u>
Signature:		Phone No.:	<u>714 336 6833</u>
Address:	<u>14281 Culver DR #A 332 IRVINE CA 92604</u>		

Note: Risk Insurance will be furnished upon bid approval/Award @ additional cost.

EXHIBIT C
COMMERCIAL IMPROVEMENT PROGRAM AGREEMENT
CONTRACTOR AGREEMENT

CITY OF CARSON
Commercial Improvement Program

CONTRACTOR AGREEMENT

Property Address: 313 West Carson Street, Carson, CA 90745

THIS CONTRACTOR AGREEMENT ("Contract") is made on _____ 2019, by and between DHI CONSTRUCTION, INC. ("Contractor"), and BERTHA CERVANTES PADILLA, SURVIVING TRUSTEE of the PADILLA FAMILY REVOCABLE LIVING TRUST EXECUTED JUNE 15, 2004 ("Owner").

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

- A. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures, and services, including transportation services, and perform and complete all work required for the home repair and improvement in an efficient and workmanlike manner, in strict accordance with this contract.
- B. Funding for payment by the City of Carson ("City") of the contract price shall be derived in part or in whole from Community Development Block Grant (CDBG) Program Funds. Contractor shall be paid for satisfactory performance of this Contract in the sum of NINETY FIVE THOUSAND DOLLARS AND NO CENTS (\$95,000.00), payable as set forth in the General Conditions. Satisfactory performance shall be defined as rehabilitation work, identified in the signed and accepted copy of the Work Description and Bid Proposal Form ("Exhibit A"), which has been completed by Contractor, inspected by appropriate City representatives, and accepted in accordance with contract terms and provisions. The owner shall also contribute SEVENTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$17,700.00) of private funds, for the contract totaling ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (112,700.00)
- C. This Contract includes the following attachments:
 1. Signed and accepted copy of the Work Description, Construction Plans, and Conceptual Drawing (Exhibit "A")
 2. General Conditions (Exhibit "B")
 3. Schedule of Progress Payments (Exhibit "C")
 4. HUD Form 4010 (Exhibit "D")
 5. Prevailing Wage Decision _____ (Exhibit "E")

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

DHI CONSTRUCTOIN, INC.

BERTHA CERVANTES PADILLA, SURVIVING
TRUSTEE OF THE PADILLA FAMILY
REVOCABLE LIVING TRUST EXECUTED
JUNE 15, 2004

Contractor Signature, KARK DEEB

922155 B

License No. and Classification

[Owner Name] BERTHA CERVANTES
PADILLA, TRUSTEE

EXHIBIT "A"

**SIGNED AND ACCEPTED WORK DESCRIPTION, CONSTRUCTION PLANS,
AND CONCEPTUAL DRAWINGS**

CARSON STREET FAÇADE RENOVATION • Colors and Materials



EXHIBIT "B"

CITY OF CARSON
Commercial Improvement Program

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

Section 1 - Commencement of Work

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

The City will issue a written proceed order within 30 days from the date of contract execution, provided the Contractor has complied with the provisions of Sections 3, 9, and 10.

- A. The Contractor must commence work within 10 days after the issuance of the proceed order, or within a reasonable period of time as mutually agreed upon by the Owner and the Contractor.
- B. The Contractor must satisfactorily complete the work within 60 working days after the issuance of the proceed order, or within a reasonable period of time as mutually agreed upon by the Owner and the Contractor.

Section 2 - Payment for Work

- A. The Contractor may submit up to three progress payment requests in accordance with the Schedule of Progress Payments and one final payment request. A 10% retention will be withheld from all invoices, to be paid at project completion. Final payment of the retention may be paid 35 days after a Notice of Completion is issued for the work.
- B. The Contractor shall submit payment request packages to the Owner for approval. Said payment request packages shall include all pertinent invoices, material and lien releases, certifications, a list of subcontractors and materialmen, copies of applicable permits, and the payment request form to be signed by the Owner. Contractor's submission to Owner for final payment must also include the Owner's Certification of Acceptance, a copy of the Building & Safety sign off card, and the Notice of Completion.
- C. Each payment request will be paid by the City within 30 days after the request for payment has been received by the City and an inspection by a City Building & Safety Division Inspector and/or Program Representative confirms that the work is satisfactory. A deduction in the amount listed on the schedule of prices in the Work Description and Bid Proposal Form will be made for any portion of the work listed in the payment request that does not pass inspection.
- D. Owner and Contractor authorize the City to control disbursement of funds for payment of the contract price to Contractor, pursuant to the above-stated payment arrangement.
- E. Owner and Contractor agree to hold harmless, defend, and indemnify City from any claim for failure to pay pursuant to the above-stated payment arrangement. City shall bear no responsibility to Owner for any lien(s) placed upon the subject residence. Contractor agrees to hold harmless, defend, and indemnify Owner from any claim for unpaid work, labor, or materials with respect to Contractor's performance.

Section 3 - Contractor's Liability Insurance

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

- A. Workman's Compensation Insurance, providing coverage as required by the California State Workman's Compensation Law, naming the City as an additional insured.
- B. Comprehensive general liability insurance with coverage of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage, naming the City as an additional insured.

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

Section 4 - Contractor Indemnification

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

Section 5 - Independent Contractor

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

Section 6 - Not Agent of City

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

Section 7 - Liabilities

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

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

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

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

Section 8 - Inspection by City and HUD

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

Section 9 - Permits and Codes

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

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

Section 10 - Unacceptable Risk

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

Section 11 - Materials and Workmanship

Except as otherwise noted, Contractor shall provide and pay for all materials, labor, tools, and other items necessary to complete the work. Contractor warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry, and unless otherwise specified, all materials used in connection with the work to be performed shall be new, fit for the purpose intended, and both workmanship and materials shall be of good quality.

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

All workmen and subcontractors shall be skilled in their trades.

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

Section 12 - Amendments

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

Section 13 - Extension of Time of Completion

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

- A. Inclement weather;

01007.0005/429627.1

Exhibit B - Page 3 of 12

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

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

If Contractor fails to complete the work within the time period set for performance, Owner may declare Contractor in default by providing written notice to Contractor by certified mail under the procedure described in Sections 19 and 20 herein.

Section 14 – Liquidated Damages

As the Parties agree it will not be reasonably possible or practicable to ascertain the amount of damages that Owner may sustain from unexcused delays in completion of the work by Contractor, the Contractor shall pay liquidated damages to the Owner for any delays in the completion of the work beyond the Completion Date or such other date mutually agreed upon by the Parties in writing. It is therefore agreed that if all the work to be performed by the Contractor pursuant to this Agreement is not completed to the reasonable satisfaction of the City on or before the Completion Date, or within any extensions of time mutually agreed upon by the Parties in writing, the Contractor shall pay the Owner, fixed and liquidated damages in the amount of \$300.00 for each calendar day of delay until such work is completed by the Contractor to the reasonable satisfaction of the City, or by another contractor secured by the Owner to complete the work, if the Contractor is unable or unwilling to complete the work covered by this Agreement. The retention of liquidated damages does not relieve the Contractor from any further damage payments.

Section 15 - Assignment and Delegation

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

Section 16 - Warranty of Title

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

Section 17 - Guarantee of Work

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

business, within one (1) year from the date of Contractor's request for final payment. Upon notice from the Owner, Contractor shall repair or remedy any defect in materials or workmanship, and pay for any damage from such defects subject to the warranty contained in this section.

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

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

Section 18 - Equal Opportunity Provisions

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

(1) Executive Order 11246

- a. Executive Order 11246 requires that during the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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 will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 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 will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Contractor will provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 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 will include the provisions of these paragraphs (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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor 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, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]
 - i. Contractor will ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work.
 - j. The evaluation of Contractor's compliance with these requirements shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps.
- (2) Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et. seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (3) Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- (4) Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Title.

(5) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

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

Section 19 - Disputes

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

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

Section 20 - Termination for Breach of Contract

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

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

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

Section 21 - Termination for Convenience

- A. This Contract may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party (2 CFR Part 200, Appendix II). A copy of the notice shall be submitted to the City within 24 hours of notification to the other party.
- B. All work shall cease at the conclusion of the notice period and Contractor shall be paid for all work satisfactorily performed in accordance with this Contract prior to termination.

Section 22 - Other Contractors

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

Section 23 – Lead-Based Paint Products

In compliance with 24 CFR Section 570.608 of the Community Development Block Grant regulations, lead-based paint products shall not be used.

Section 24 - Protection of Property

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

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

Section 25 - Contingency Amount

No contingency amount is available. If Owner or Contractor incurs expenditures in excess of the Contract price that have not been approved in writing in accordance with Section 26, below, City shall not be responsible to pay the additional cost

Section 26 - Additions or Deletions to Contract

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

Section 27 - Source of Funds

The City has applied for and received CDBG funds from HUD. Such funds are being utilized for this project.

Section 28 – Prevailing Wages

This is a federally-assisted construction contract. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. In the event 01007.0005/429627.1

Exhibit B - Page 8 of 12

of a conflict between Federal and State wages rates, the higher of the two will prevail. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

Under the provisions of the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement.

The City advises all contractors and subcontractors to familiarize themselves with prevailing wage requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement. The contractor is responsible for determining the appropriate DIR classification for the various employees and subcontractors used for this project.

All Contractors and subcontractors who work under this Contract must be registered and have paid their annual fee with the DIR. Failure to be registered and maintain active registration will result in the termination of the Contract.

All contractors performing work for the project are responsible for abiding by all applicable state prevailing wage laws, including maintaining DIR registration, preparing, maintaining, and uploading Certified Payroll Records to the DIR website, and furnishing the City with Certified Payroll Records upon request.

Section 29 – Apprenticeship Program

Apprenticeship Program: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 30 – Section 3

This is a HUD Section 3 construction contract. Preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern.

Section 31 – Worker's Compensation

Section 1861 of the California Labor Code requires each contractor that is awarded a public works contract to sign and file with the awarding body the following certification prior to performing the work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 32 – Copeland Act

This Contract is subject to the requirements of the Copeland Act. The Copeland Act requires all contractors and subcontractors to submit weekly payroll reports. It is a criminal offense for any person to persuade and other person employed on a federally funded project into giving up any part of their salary to which they are entitled under their contract of employment.

Section 33 - Contract Work Hours and Safety Standards Act

The Contract is subject to the requirements of the Contract Work Hours and Safety Standards Act which requires that all over-time hours worked in excess of 40 hours during any workweek must be paid at the rate of one and one half the times of the regular basic hourly rate of pay, plus fringe benefits for each hour or partial hour worked.

Section 34 - Clean Air and Water Acts

Contractors and subcontractors with contracts in amounts in excess of \$150,000 are required to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and the requirements regulated by the Environmental Protection Agency (EPA).

Section 35 - Conflict of Interest

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

No employee, agent, consultant, officer, or elected official or appointed official of the City, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter, who exercises any function or responsibilities connected with this Contract shall have any financial interest, direct or indirect, in this Contract.

In the procurement of supplies, equipment, construction, and services by the City, the conflict of interest provisions in 2 CFR 200.112, 2 CFR 200.317 and 200.318 and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the City shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Section 36 – Debarment and Suspension

Contractor shall not be listed on the government-wide exclusions in the System for Award Management (SAM Exclusions), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 37 - Notice

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

To Owner: Bertha Cervantes Padilla
313 West Carson Street
Carson, CA 90745

To Contractor: Karl Deeb
DHI Construction, Inc.
14272 Culver Drive #332
Irvine, CA 92606

To City: Commercial Improvement Program
Community Development Department
1 Civic Plaza Drive, Ste #500
Carson, CA 9074

Section 38 - Successors

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

Section 39 - Order of Priority of Contracts

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

Section 40 - Expediency

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

Section 41 - Entirety of Agreement

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

Section 42 - Acknowledgment

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

For the consideration named herein, Contractor proposes to furnish all the materials and do all of the work described herein, and in accordance with the Contract, for the price of **ONE HUNDRED TWELVE THOUSAND SEVEN HUNDRED DOLLARS (\$112,700.00)**

KARL DEEB

Name (Print) Contractor

KARL DEEB

Contractor Signature KARL DEEB

922155

Contractor's License Number

14252 Culver Drive #332

Contractor Address

Irvine, CA 92606

Contractor City, State, Zip Code

714-336-6833

Contractor Telephone Number

Date of Contractor Acceptance

BERTHA CERVANTES PADILLA, TRUSTEE

Name (Print) Owner, BERTHA CERVANTES PADILLA ,
TRUSTEE

Owner Signature BERTHA CERVANTES PADILLA,
TRUSTEE

N/A

Name (Print) Owner

N/A

Owner Signature

313 West Carson Street

Owner Address

Carson, CA 90745

Owner City, State, Zip Code

310 560-7420

Owner Phone Number

Date of Owner Acceptance

EXHIBIT "C"
SCHEDULE OF PROGRESS PAYMENTS

SCHEDULE OF PROGRESS PAYMENTS

CITY OF CARSON

COMMERCIAL IMPROVEMENT PROGRAM

Original Schedule Progress Payment Schedule Amendment No. _____

OWNER NAME: BERTHA CERVANTES PADILLA

PROJECT ADDRESS: 313 WEST CARSON STREET, CARSON, CA 90745

CONTRACTOR: DHI CONSTRUCTION, INC.

24252 CULVER DRIVE #332, IRVINE, CA 92606 **License No.** 922155

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

In accordance with the contract agreement, each progress payment amount is subject to retention of ten percent (10%) of the contract value of the work completed at the time of payment.

Progress Payment No. 1	
Work/Services to Be Completed	Contract Amount
	\$50,715.00
Total Amount for Completion of the above specified work	

Progress Payment No. 2	
Work/Services to Be Completed	Contract Amount
	\$50,715.00
Total Amount for Completion of the above specified work	

Progress Payment No. 3	
Work/Services to Be Completed	Contract Amount
10% Retention	\$11,270.00
Total Amount for Completion of the above specified work	

EXHIBIT "D"
HUD Form 4010

Federal Labor Standards Provisions

**U.S. Department of Housing
and Urban Development**
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division **Web site** at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT "E"

PREVAILING WAGE DECISION # _____

EXHIBIT D
COMMERCIAL IMPROVEMENT PROGRAM AGREEMENT
ITEMIZATION OF PROJECT WORK LINE ITEMS

Project Funding Itemization

Property Address: 313 West Carson Street, Carson, CA 90745
Owner's: BERTHA C. PADILLA

COMMERCIAL IMPROVEMENT PROGRAM

Total Construction Charges	\$112,700.00
Document Preparation	Waived
Escrow Charges	Waived
Title Charges.....	Waived
Recording Fees.....	Waived
Total Project Expenses	\$112,700.00
CDBG Grant Amount.....	\$95,000.00
Owner Contribution to the Project	\$17,700.00
Total Project Funding.....	\$112,700.00

EXHIBIT E

COMMERCIAL IMPROVEMENT PROGRAM AGREEMENT

DECLARATION OF CONDITIONS, COVENANTS and RESTRICTIONS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Carson
Community Development Department
701 East Carson Street
Carson, CA 90745
Attn: Commercial Improvement Program

APN: 7343-009-026

(Space above for Recorder's use.)
(Exempt from Recording Fees per Gov't Code § 6103)

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS ("Declaration") is made as of , 2019 by and between BERTHA CERVANTES PADILLA SURVIVING TRUSTEE OF THE PADILA FAMIL REVOCABLE LIVING TRUST EXECUTED JUNE 15, 2004, ("Participant") and the CITY OF CARSON, a municipal corporation ("City").

RECITALS

A. Participant and City have entered into that certain Commercial Improvement Program Agreement dated , 2019 ("Agreement"), a copy of which is on file with the City at its offices and is a public record) pursuant to which the Participant has agreed improve that certain real property owned by Participant and located at 313 WEST CARSON STREET, CARSON, CA 90745, as legally described in Attachment 1 hereto, incorporated herein by this reference (referred to herein and in the Agreement as the "Property").

B. Pursuant to the Agreement, City has provided certain grant funds to Participant for the improvement of the Property ("Grant").

C. As material consideration for the Grant, Participant and City desire and intend to restrict the Property and the improvements thereon in accordance with this Declaration to preserve its value for the benefit of Participant, its successors, tenants, and the surrounding neighborhood.

NOW, THEREFORE, on the basis of the foregoing Recitals which are incorporated herein by reference and for other valuable consideration the sufficiency of which is hereby acknowledged, City and Participant covenant and agree as follows:

ARTICLE I

NON-DISCRIMINATION COVENANTS

Participant covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Participant itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

Participant, its successors, and assigns, shall not restrict the rental, sale, or lease of the Property on the basis of race, color, religion, sex, marital status, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with

reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

The covenants in this Article I shall run with the Property in perpetuity.

ARTICLE II

DUTIES OF PARTICIPANT

Section 1. Exterior Maintenance. All exterior surfaces of any structures located on the Property shall be maintained at all times in a clean and presentable manner. Any defacing marks shall be cleaned or removed within a reasonable period of time.

Section 2. Exteriors. Participant shall, at all times maintain the front exterior, any visible side exteriors, any visible rear exteriors, and yards, if any, in a clean, safe, and presentable manner. The façade design shall be maintained in substantial compliance with the approved design concept and improvements including, but not limited to, storefront windows and doors, exterior lighting, wall treatment, awning, visible roofing material and signage as provided in Attachment 2 hereto, incorporated herein by reference.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed from the Property and any necessary painting or repair completed within one (1) week of defacement or within one (1) week after notice to Participant from City, whichever is less.

Section 4. Landscaping. All landscaping surrounding the Property shall be maintained in a manner consistent with the requirements of the City of Carson Municipal Code ("Code") and any rules, regulations and standards adopted pursuant to the Code. In addition, the yard areas shall not contain the following: (a) lawns with grasses in excess of nine (9) inches in height, (b) trees, shrubbery, lawns, and other plant life which are dying from lack of water or other necessary maintenance, (c) trees and shrubbery grown uncontrolled without proper pruning, (d) vegetation so overgrown as to be likely to harbor rats or vermin, (e) dead, decayed or diseased trees, weeds and other vegetation, and (f) inoperative irrigation system(s).

Section 5. Conformance with Regulatory Requirements and Standards. Participant shall conform with the rules, standards, and requirements of all applicable Federal, State, County, and City of Carson law. All City of Carson development standards shall be adhered with, including, but not limited to: development standards, permitted uses, permit requirements, and signage requirements.

ARTICLE III

OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Participant. Participant shall, at his or her sole cost and expense, maintain and repair the Property and the improvements thereon keeping the same in good condition and making all repairs as may be required by this Declaration and the Code.

Section 2. Damage and Destruction Affecting Property-Duty to Rebuild. If all or any portion of the Property and the improvements thereon are damaged or destroyed by fire or other casualty, it shall be the duty of Participant to repair or rebuild the Property in a timely manner to restore it to Code compliance condition.

Section 3. Variance in Exterior Appearance and Design. If the Property is damaged or destroyed by casualty, Participant may apply to the City for approval to repair or rebuild the Property in a manner that will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. In the event of damage or destruction due to casualty, Participant shall be obligated to proceed with all due diligence and commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs or demolition and vacate within two (2) months, unless prevented by causes beyond the reasonable control of Participant.

ARTICLE IV

ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in this Declaration may be enjoined, abated or remedied by appropriate legal proceeding.

Section 2. Rights of the City. As a party to this Declaration, the City is entitled to the following rights:

a. The City has the right, but not the obligation, to enforce all of the provisions of this Declaration.

b. Any amendment to the Declaration shall require the written consent of the City.

c. This Declaration does not in any way infringe on the right or duties of the City to enforce any of the provisions of the Code including, but not limited to, the abatement of dangerous buildings.

Section 3. Notice of Inspection. Participant acknowledges and agrees that the City and its employees and agents shall have the right to enter upon the Property during normal business hours to ensure compliance with this Declaration and all applicable federal, state, and local laws and regulations. The City agrees to notify Participant not less than forty-eight (48) hours prior to the City's proposed time of inspection of the Property, and agrees to attempt to obtain the Participant's consent to such inspection. Upon receipt of such notice, Participant agrees to cooperate with the City in making the Property available for inspection by the City. If

Participant fails to consent to such inspection, the City may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain entry to and inspect the Property.

Section 4. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and no remedy shall be deemed exclusive.

Section 5. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE V

COVENANTS TO RUN WITH THE LAND

The covenants, conditions, and restrictions in this Declaration shall run with the land burdening the Property and binding upon Participant and all successor and owners of the Property and shall run in favor of City (in gross) for the benefit of all real property owned by the City.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Construction. The provisions of this Declaration shall be liberally construed to enforce its provisions for the purpose of maintaining the Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 3. Amendments. This Declaration may be amended only by the written agreement of Participant and the City and recorded in the Official Records of Los Angeles County.

Section 4. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by first-class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to Participant. Such address may be changed from time to time by notice in writing to the City, which shall be made by certified mail to the City, and shall be effective upon receipt.

Participant: Bertha Cervantes Padilla
313 West Carson Street
Carson, CA 90745

City: City of Carson / Commercial Improvement Program
Community Development Department
701 East Carson Street
Carson, California 90745
Attention: Saied Nasseh-Shahry Director of Community
Development

Section 5. Term of Declaration. Except as provided in Article I relating to nondiscrimination covenants, the covenants, conditions, and restrictions of this Declaration shall expire fifteen years (15) after the recordation of this Agreement in the Official Records of Los Angeles County.

Section 6. Attorney's Fees. If any legal action, dispute resolution, or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred.

Section 7. Indemnity. Participant and their successor and assigns covenant and agree to forever release, waive, indemnify, defend and hold harmless the City and its officials, employees, and agents from any and all claims, demands, losses, injuries, costs or other liabilities, including costs and attorney's fees which may arise from, or in connection with, the performance, breach and/or terms of this Agreement, including but not limited to liability arising from any violations of laws or regulations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Participant have caused this instrument to be executed as of the date first set forth above.

PARTICIPANT:

Bertha Cervantes Padilla, Surviving Trustee of
the Padilla Family Revocable Living Trust
Executed June 14, 2004.

By: BERTHA CERVANTES. PADILLA
Its: Owner

By: _____
Its: _____

CITY:

CITY OF CARSON, a municipal corporation

By: _____
John Raymond, Acting City Manager

ATTEST:

By: _____
Doniesia Gause,
CMC/MMC City Clerk

ATTACHMENT "1"

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Carson, County of Los Angeles, State of California legally described as follows:

[Legal Description]

APN# 7343-009-026

The West 50 Feet of the East 145 Feet of the South 165 Feet of Lot 34 of Tract No. 3612, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 40 Page 5 of Maps, in the office of the County Recorder of said County.

ATTACHMENT "2"

FACADE IMPROVEMENT DESIGN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, 2016 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____, 2016 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)