



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT**CONTRACT SUMMARY**

| | |
|---|--|
| Name of Contractor: | GBN Construction Design & Build, Inc. |
| City Department in charge of Contract: | Administrative Services |
| Contact Person for City Department: | Michael McConville |
| Period of Performance for Contract: | December 1, 2023 to June 30, 2024 |
| Not to Exceed Amount of Contract: | \$60,000 |
| Scope of Work for Contract: | Residential rehabilitation contractor services |

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

Other:

Proper documentation is required and must be attached.

Initials: (City) MM (Contractor) BG

PROFESSIONAL SERVICES AGREEMENT
(GBN Construction)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and GBN Construction Design Build, a California, corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Home repairs related to the City’s Community Development Block Grant Residential Rehabilitation Programs.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s October 11, 2023 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s October 11, 2023 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: December 1, 2023.
- 3.4 “Expiration Date”: June 30, 2024.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date

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and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Sixty Thousand Dollars (\$60,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Beatris Gross shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize

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the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

Initials: (City) mm

(Contractor) B.C.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

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Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 The City understands that Consultant will not utilize a vehicle in the performance of this contract and, therefore, the requirement for Automobile Liability Insurance is waived. Prior to Consultant utilizing a vehicle in connection with the performance of this Agreement, Consultant shall obtain Automobile Liability Insurance with minimum limits of One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Michael McConville
Telephone: (818) 224-1600
Facsimile: (818) 225-7324

If to Consultant:

GBN Construction Design & Build
23777 Mulholland Hwy #203
Calabasas, CA 91302
Attn: Beatris Gross, Officer
Telephone: (818) 331-5019
Email: gbnconstructiondesign@gmail.com

Initials: (City) MM (Contractor) B.G.

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

18.3 The captions appearing at the commencement of the sections hereof, and in any

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paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of

Initials: (City) Mm (Contractor) J.C.

the State of California.

- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

Initials: (City) MM (Contractor) g.b.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

By: 
Kindon Meik, City Manager

Date: 1/24/2024


By: 
Michael McConville,
Deputy City Manager

Date: 12/27/23

By: _____
Name, Title

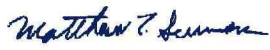
Date: _____

Attest:

By: 
Maricela Hernandez, MMC, CPMC
City Clerk

Date: 1/24/2024

Approved as to form:

By: 
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: 1/24/2024

“Consultant”
GBN Construction Design & Build

By: 
Beatris Gross, Officer

Date: 12/23/2023

CITY OF CALABASAS
RESIDENTIAL REHABILITATION PROGRAM
WORK WRITE-UP

Owner: [REDACTED]
Property: [REDACTED]
Phone: [REDACTED]

Contractor: GBN construction design & Build
License #: 1085263
Phone: (818) 331-5019
Email: GBNconstructiondesign@gmail.com
Bid Total: \$ 15,000

ALL WORK TO BE DONE PER DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) CODES AND STANDARDS. CONTACT INSPECTOR FORD WITH QUESTIONS OR FOR INSPECTION AT (818) 262-9953 OR mford@hcd.ca.gov. IN ORDER TO ESTABLISH STANDARDS OF QUALITY, THE DETAILED SPECIFICATIONS MAY REFER TO A CERTAIN PRODUCT BY NAME AND/OR FROM A MAJOR MANUFACTURER. THIS PROCEDURE IS NOT TO BE CONSTRUED AS ELIMINATING FROM COMPETITION OTHER PRODUCTS OF EQUAL OR BETTER QUALITY BY OTHER MANUFACTURERS. THE CONTRACTOR SHALL FURNISH THE LIST OF PROPOSED DESIRED SUBSTITUTIONS PRIOR TO SIGNING THE CONTRACT. ALL ITEMS LISTED ON THE WORK DESCRIPTION, UNLESS OTHERWISE SPECIFIED, SHALL INCLUDE ALL PATCHING AND FINISH WORK, INCLUDING TRIM, HARDWARE, PATCHING AND FINISH PAINTING AND/OR STAINING. THE USE OF LEAD-BASED PAINT IS PROHIBITED. CONTRACTOR RESPONSIBLE FOR ALL PERMITS, FEES, CITY BUSINESS LICENSE, PLANS, ETC.

Housing Rehabilitation Specialist: Micheal Neal
Phone: (909) 261-2770 • Email: mneal@mbakerintl.com

1. \$ 1000 **RETROFIT WATER HEATER:** Make any modifications required to ensure that the water heater is installed per Building Code requirements. Check the smitty pan, discharge line, earthquake straps, and venting. Repair the water damaged flooring under the water heater if needed.

2. \$ 300 **COMBINATION SMOKE ALARM CARBON MONOXIDE DETECTOR:** Install one (1) new combination smoke alarm and carbon monoxide detector in the hallway per manufacturer's specifications and per Building Code requirements.

supply + install

3. \$ 3000 **PAINT MASTER BEDROOM AND MASTER BATHROOM:** Paint the master bedroom and master bathroom walls, ceiling, doors, and inside closets. Ensure that all furniture, curtains, rugs etc. have been removed from rooms. Properly protect floor and trim from paint. Ensure that all surfaces have been prepared for paint. Inspect all surfaces and fill in all holes and cracks that will not be concealed by new paint. Make repairs on walls and ceiling as needed, sand to a smooth finish and properly prepare all walls, ceilings, and trim for painting. Apply one coat of primer and finish paint to ensure complete coverage using Dunn-Edwards or equivalent paint on ceilings and walls as needed per standard specifications. Use drop cloths to protect all that is not to be painted. Clean paint from hardware and all other surfaces not intended for paint. Owner to sign

*Note- paint going to be on top of the wall paneling bedroom
bathroom on top of the wall paper*

**fixing the pony wall in the bathroom
new drywall + paint included*

color sample before painting phase begins. Enclose (box in) vent pipe in bathroom before painting.

4. \$ 5000 **FLOORING IN MASTER BEDROOM AND MASTER BATHROOM:** Install Fresh Oak click lock waterproof vinyl plank wood laminate flooring in both rooms including the closet. If needed, correct floor and underfloor systems to correct any imperfections to the existing floor system. Homeowner may provide a portion of the flooring material. Install 2 1/4 baseboard in both rooms. *supply and install*
Demo carpet \$1000's allowance \$4 per sq ft included TAX

5. \$ 1500 **SHOWER DOOR (MASTER BATHROOM):** Remove existing shower door and properly dispose of off-site. Install new shower door in same location as existing shower enclosure.

6. \$ 2000 **BIDET TOILET COMBINATION:** Remove existing toilet and properly dispose of off-site. Install new owner-approved bidet toilet combination and the required electrical connections per the HCD Building Code requirements. **PERMIT REQUIRED**

7. \$ 2000 **DISHWASHER:** Install new stainless steel built-in Energy Star dishwasher. \$900.00 budget allowance. *+ NEW CONNECTIONS supply + install*

8. \$ 200 **ELECTRICAL OUTLETS AND LIGHT SWITCHES:** Check all electrical outlets and light switches and make any repairs necessary to ensure that they are functioning properly and in compliance with HCD Building Code requirements. Replace any missing or damaged cover plates. *only in the master bedroom*

*Include Permit Fees as part of the individual line item bid amounts.

*Include to cover the air gap with frame, drywall and paint
Contractor Information:

Contractor Name: Beatris L Gross

Address: 23777 Mulholland Hwy #203 Calabasas Taxpayer ID # 87-2945812
91302

We propose to perform the labor and supply the materials for the items indicated on the work write-up for the sum of \$ 15,000.

NOTE: It is the responsibility of the contractor to obtain the necessary permits from the Building and Safety Department.

Date: _____ Contractor: _____

The executed Work Write-up/Bid Proposal and Acceptance Form constitute the Home Improvement Contract.

To be Signed Upon Acceptance of Bid:

I, the Owner of the above-named property, do hereby accept this bid to rehabilitate my property, subject to grant approval and execution of required construction and grant documents.

Date: _____ Homeowner: _____

I have reviewed the above proposal and find that the cost of the work to be done and the cost of materials to be furnished are reasonable.

Date: _____ Rehabilitation Coordinator: _____

CITY OF CALABASAS
RESIDENTIAL REHABILITATION PROGRAM
WORK WRITE-UP

Owner:
Property:
Phone:



Contractor: GBN Construction design eBuild
License #: 1025263
Phone: (818) 331-5019
Bid Total: \$ 14,900

ALL WORK TO BE DONE PER DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) CODES AND STANDARDS. CONTACT INSPECTOR FORD WITH QUESTIONS OR FOR INSPECTION AT (818) 262-9953 OR mford@hcd.ca.gov. IN ORDER TO ESTABLISH STANDARDS OF QUALITY, THE DETAILED SPECIFICATIONS MAY REFER TO A CERTAIN PRODUCT BY NAME AND/OR FROM A MAJOR MANUFACTURER. THIS PROCEDURE IS NOT TO BE CONSTRUED AS ELIMINATING FROM COMPETITION OTHER PRODUCTS OF EQUAL OR BETTER QUALITY BY OTHER MANUFACTURERS. THE CONTRACTOR SHALL FURNISH THE LIST OF PROPOSED DESIRED SUBSTITUTIONS PRIOR TO SIGNING THE CONTRACT. ALL ITEMS LISTED ON THE WORK DESCRIPTION, UNLESS OTHERWISE SPECIFIED, SHALL INCLUDE ALL PATCHING AND FINISH WORK, INCLUDING TRIM, HARDWARE, PATCHING AND FINISH PAINTING AND/OR STAINING. THE USE OF LEAD-BASED PAINT IS PROHIBITED. CONTRACTOR RESPONSIBLE FOR ALL PERMITS, FEES, CITY BUSINESS LICENSE, PLANS, ETC.

Housing Rehabilitation Specialist: Micheal Neal
Phone: (909) 261-2770 • Email: mneal@mbakerintl.com

1. \$ 3,000 **REPLACE DAMAGED OR MISSING SKIRTING:** Replace all damaged and missing skirting and seal around coach.
2. \$ 10,600 **EXTERIOR REPAIRS AND PAINT:** Power wash or scrub wash all exterior surfaces and ensure a clean surface to work with. Ensure all surfaces are clean of all debris and loose, peeling or chipping paint. Repair or replace any damaged exterior surfaces. Apply a full coat of primer and two coats of Dunn-Edwards or equal paint. Each surface is to be painted with paint appropriate for the material on that surface. Remove caulking and re-caulk. All exterior surfaces are to be painted. Ensure full coverage is achieved over all surfaces and application of new paint to be according to manufacture specification. Owner to select color for field from samples provided by the contractor. Painting the front deck is to be included in this bid item. The carport and the back patio cover will not be painted.
3. \$ No bid ^{NO WORK} **LEVEL COACH:** Install ~~new~~ State-approved pads and piers if needed and re-level. Repair vapor barrier and install insulation if needed.
4. \$ 1,200 **CRAWL SPACE VENTS:** Install sixteen (16) 8"x16" crawl space vents at locations to ensure proper ventilation. supply and install

5. \$ 100 SMOKE ALARMS & CARBON MONOXIDE DETECTOR: Install owner-provided smoke alarms and carbon monoxide detector per manufacturer's specifications and per Building Code requirements. Ensure that all devices are functioning properly.

*Include Permit Fees as part of the individual line item bid amounts.

*NO need permit for this scope of work
* No include at this bid any structural stud framing replaced (only after de we can see if need it) estimate going to be provided

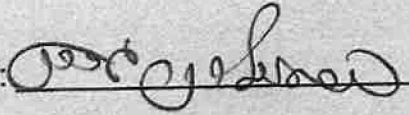
Contractor Information:

Contractor Name: Beatris L. Gross

Address: 23777 Mulholland Hwy #203 Calabasas
91302 Taxpayer ID # 87-2945812

We propose to perform the labor and supply the materials for the items indicated on the work write-up for the sum of \$ 14,900.

NOTE: It is the responsibility of the contractor to obtain the necessary permits from the Building and Safety Department.

Date: 10/11/2023 Contractor:  Beatris Gross

The executed Work Write-up/Bid Proposal and Acceptance Form constitute the Home Improvement Contract.

To be Signed Upon Acceptance of Bid:

I, the Owner of the above-named property, due hereby accept this bid to rehabilitate our property, subject to grant approval and execution of required construction and grant documents.

Date: _____ Homeowner: _____

I have reviewed the above proposal and find that the cost of the work to be done and the cost of materials to be furnished are reasonable.

Date: _____ Rehabilitation Coordinator: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

DATE: 1/23/24

(Contractor) Beatris Gross

By: (Signature) 

(Title) CEO

Attest:

By: (Signature)

(Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2023

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

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

| PRODUCER Lanzillotta Insurance Agency, Inc. P.O. Box 370310 Reseda CA 91337 | | CONTACT NAME: Eric Lanzillotta PHONE (A/C, No, Ext): (818) 350-7670 E-MAIL ADDRESS: eric@lanzillottains.com FAX (A/C, No): (818) 514-1030 | | | | | | | | | | | | | | | |
|--|--------|---|--|-------------------------------|--------|-----------------------------------|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED GBN Construction Design & Build 23777 Mulholland Hwy #203 Calabasas CA 91302 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : STATE NATL INS CO INC</td> <td>12831</td> </tr> <tr> <td>INSURER B : CLEAR SPRING PROPERTY AND CASUALTY CO</td> <td>15563</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : STATE NATL INS CO INC | 12831 | INSURER B : CLEAR SPRING PROPERTY AND CASUALTY CO | 15563 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
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| INSURER C : | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | |

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


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | X | | NXTX3739C7-01-GL | 06/23/2023 | 06/23/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | CWC02692000 | 12/04/2023 | 12/04/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

The City of Calabasas is named additional insured with respect to General Liability when required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Calabasas 100 Civic Center Way Calabasas CA 91302 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| City of Calabasas 100 Civic Center Way Calabasas, CA 91302 | CA |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.