

Dax Michael Konstruction Segura, A California Corp

13535 Olive Drive #E, Whittier CA 90601

Cell: 562 391 8681

CONTRACT / PROPOSAL

PHASE I

(Complies with Business & Professions Code Dec.7159)

ON THIS DATE: **7/17/23**, THIS CONTRACT CONSISTS OF THIS AGREEMENT AND DISCLOSURES, ALL MADE PART OF THIS AGREEMENT.

CONSULTANT	OWNER(S)
NAME: Dax Michael Konstruction Segura, A California Corp	NOHOSUMA LLC
ADDRESS: 13535 Olive Drive, #E Whittier CA 90601	5453 Satsuma Ave North Hollywood CA

The following agreement is between **NOHOSUMA LLC** and **Dax Michael Konstruction Segura, A California Corp** (Consultant) to following scope of work as follows:

SCOPE OF WORK: Renovation (as per Exhibit "A" attached hereto).

PHASE I / JOB SITE: 5453 Satsuma

1. **Framing** frame in walls where required, frame in stairs to code, frame in decorative piece at sink
2. **Stone** -Apply hardibacker to stage walls, set ledger stone to stage walls and exterior rear of building
3. **Insulation** install insulation to all areas where insulation is missing R15-R30
4. **Flooring** Set tile and grout to interior walls and floors, install flooring at stairs and loft
5. **Concrete** -Form and pour concrete Stage Area
6. **Tile** set tile backsplash/walls, grout tile
7. **Cabinets** Furnish and Install "Shaker Type" Kitchen Cabinets
8. **Counter tops** -Furnish and Install all Kitchen and hallway countertop includes backsplash
9. **Millworks** custom woodwork maple wood finish where required as per specs & plans
10. **Drywall** Install all drywall spaces -Type Five finish
11. **\$5,000 Misc Labor** including: **Welding** weld all thread to post for framing and **Framing rough**

Total cost

Overhead & Profit: Total Material and Labor for work: **\$ 139,416.38**

Any discrepancies between Proposal/Contract (Construction Cost Estimates/Allowances) and related Phase(s) of Construction stated in this Agreement and the associated, attached Exhibit "A", said Exhibit "A" shall prevail.

At any time, Owner and Consultant may adjust amounts upon mutual agreement.

Prior to issuance of final disbursement per scope line items categories Owner reserves the right to verify all purchases of materials and equipment, and receive payment lien releases of all subcontractors and laborers.

GENERAL PROVISIONS

1. **Consultant** will provide all material and labor needed to complete the contracted work.
2. **Consultant** will provide protective body suits, eye wear, gloves and masks, hard hats to all applicators. Where required and in accordance to covid compliance/OSHA.
3. **Consultant** will provide 3 mil- 42-gallon heavy duty trash bags to haul away debris caused by application. In accordance to covid compliance.
4. **Consultant** will provide guarantee this includes work quality and finishes. The work must meet the California building code requirements and finishes to be at #5 grade finish and or a finish to match existing. If any issues occur and any completed work needs repair, consultant is responsible for repair.
5. **Client** NOHO SUMO LLC referred to as client in this agreement.
6. **Client** will provide finances and a liaison to answer any questions consultant might have.
7. **Client** to provide Appliances/finishes- consultant will help to find them and to install.
8. **Client** to provide finish colors.
9. **Consultant** and **Client** intend this Agreement to be one of consultant and employer. Accordingly, the consultant retains the sole right to control or direct the manner in which the services described herein are to be performed. Subject to the foregoing. Client retains the right to inspect, to stop work to prescribe alterations and generally to supervise the work to insure its conformity with that specified in this Agreement. Consultant and Client understand that it is the Consultant's sole responsibility to provide for all employment taxes, including withholding and social security and insurance. Including worker's compensation coverage and public liability insurance arising out of or relating to this Agreement.
10. **Insurance** The Consultant shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following coverages:
 - (1) Worker's Compensation and Employers' Liability Insurance
 - (2) Commercial General Liability Insurance covering Consultant's operations.

Any cost of endorsements and coverage requirements beyond the consultant's current standard insurances and any work to bind and coordinate will be considered as part of project costs and will be subject to a change order.

Dax Michael Reynosa indemnifies clients of any liability for any loss and or injury to any and all laborers working at the contracted location.

OSHA/SAFTEY COMPLIANCE

OSHA's construction standards shall be adhered to during all phases of the construction process and to have accident prevention programs that provide for frequent and regular inspections and meetings at the job site, materials, and equipment standards shall be implemented by competent persons designated by the employers.

The consultant agrees to follow all OSHA standards and safety procedures, among other safety measures such as wearing hard hats, eye protection, non-skid boots, overhead and scaffolding precautions as well as conducting weekly safety meetings, etc. The consultant will ensure compliance of all standards by all personnel related directly to their company and the construction project while they are on-site.

Dax Michael Reynosa shal take sole responsibility for the safety, health and well- being for any and all working on the contracted location.

DISCLOSURES

The schedule must be followed to provide a timely completion.

Critical Time line Schedule shall be agreed upon by the parties.

No permits fees are included in this contract.

If permits are required, an agreement between Dax Michael Reynosa and client will be agreed upon and the additional cost to be added as a job extra.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and or specifications submitted for the above work in accordance to California building codes.

LEGAL

In the event Dax Michael Reynosa needs to collect any outstanding funds from client, a reasonable understanding must be agreed upon, if mediation is required client will pay the cost of said mediation.

In the event client does not pay a payment when due for progress payment, it is understood that the consultant may stop the job until payment is made, and the stop of work will not be an abandonment of job, but only a pause, until payment is made, and owner will hold harmless the consultant for this event, and understands that this is the cause of the client, and not the consultant for this delay. As soon as the consultant is paid then the job will resume. In the event of any dispute the parties agree to go to mediation to resolve any disputes. The mediation will be paid equally by the parties.

ACCEPTANCE AND TIME FRAME

Upon acceptance, work will begin upon mutual acceptance between consultant and client and to be completed as soon as possible immediately after the job is started. Client and consultant will work with each other, to schedule as discussed, and will come to a mutual agreement as per the pre-approved, time critical schedule which will make the completion date faster or extended for the agreed upon schedule. In the event that bad weather delays occur and causes a stop in labor the "job" finish date will be adjusted and extended. In the event owner restricts access or interferes with the "job", then the "job" finish date will be adjusted and extended to accommodate the delays. In the event an act of God or unforeseen issues occurs the job will be extended to reflect delays.

CORONA VIRUS DISCLOSURE

In the event the Corona Virus and or Covid-19 is to the point that all essential services are shut down and the consultant cannot perform services or supplies are depleted or a personal and or cooperate illness occurs and consultant cannot or will not work, the Client will be charged for only work that has been completed and work will cease at that point until these areas can be remedied and or healing takes place at which time the client and Dax Reynosa will continue the work. In the event these issues arise then the Client will hold harmless Dax Reynosa for any and all claims, fees or damages associated with the Corona Virus or Covid- 19.

CORONA VIRUS DISCLOSURE-HOLD HARMLESS CLAUSE

The cleaning for Corona Virus or Covid-19, cleaning disinfecting or maintenance cleaning, is only a precaution, and is NOT GUARANTEED. Client will hold harmless, Dax Reynosa the consultant, from any and all liability from any future Corona Virus or Covid-19 infections, sicknesses or deaths due to any services rendered by Dax Reynosa or project manager Dax Reynosa. No warranty or guarantee of any kind with concerns to the corona virus/coved-19 is being offered in this agreement, and all parties agree to this by signing the agreement.

WORK AUTHORIZATION

The Consultant Dax Reynosa, is hereby authorized by the Client to furnish all material, equipment and labor required to complete the work as described in the above proposal, as stated in the proposal. Any change orders or upgrades will be the client's responsibility to pay as according to the above price agreed upon. All preapproved extra work order amounts will be paid upon request from the consultant as signed with a written work order or change order and paid upon request as per agreed upon by the client and the consultant. Acceptance of the work order or change order can also be accepted from an email electronic transmission.

All work and materials of " **PHASE 1** " shall be completed and installed in a substantial workmanlike manner.

Respectfully Submitted:

_____ Date _____
_____ Date _____

**NOHOSUMA LLC
California Corp**

**by Nadine Tilley
Managing Member**

Dax Michael Konstruction Segura, A

**by Dax Michael Reynosa
President**