

**SEPHIROT**  
**CONSTRUCTORS**

**CONTRACT**

11489 Laurelcrest Dr.  
Los Angeles, CA 91604

Date: 11/6/2014



## SCOPE OF WORK

CONCRETE, FRAMING, AND SHEAR WALL AND STRUCTURAL REINFORCEMENT AS PER PLANS

1. Supply of concrete, reinforcement bars, formworks, encore bolts, HDUs Simpson's connection hardware, and structural (lumber and plywood) as per set of plans provided
2. Placement/ installation of all of the above materials mentioned in item no.1 above placement, finish
3. Concrete covers footings (continuous, spread) and pads; Framing and shear wall covers -wood framing in related shear wall areas, structural hardware attachments, bolting, and structural plywood sheathing
4. Excavation of footings and dump dirt in the backyard
5. Coordination of structural observations deputy and city inspections (fees to be paid by owner)
6. Remove just enough of brick veneer leaving the rest of the patio intact
7. Installation of two owner provided skylights in the kitchen
8. Any work that is not indicated in the plans will be performed upon owner written request, agreed and signed changed order
9. Stucco in the extended kitchen area matching color and texture of existing stucco
10. Demo and remove the existing wall after finish stucco

## NOTES

1. Water and electricity has to be supplied on site.
2. Excavation limitation: Excavation of footings only, footings Soil excavated to be hauled off within 30' away from bldg. Site, No haul/loading and disposal is covered / involved for outside of the vicinity area. No dewatering .No demolition included.
3. Determination: Standard Open Shop Wage.
4. Any job not listed cannot be ASSUMED included: If not indicated and expressed is not included.
5. No inspection costs included

## **EXCLUSIONS**

1. Permits
2. Architectural plans
3. Structural engineering
4. Asbestos abatement
5. No dewatering

## **PROECT TIMELINE**

Project duration: 31 days

Project start date: TBD

## **PAYMENT DETAILS**

Total is \$37,000

- \$1,000 - Deposit
- \$14,000 - At the start of the job
- \$8,000 - At the End of the first week
- \$7,000 - At the beginning of the second week
- \$4,000 - At the end of the second week
- \$3,000 - At the end of the job

# SIGNATURES

Isaac Ngalubutu  
Sephirot Constructors  
11/6/2014

Michael Kaczynski

A handwritten signature in black ink, appearing to read "Isaac Ngalubutu". The signature is written in a cursive style with some loops and flourishes.

# TERMS

## **Section 1. Scope of Work**

Unless stated elsewhere on this contract, the Contractor agrees to furnish all labor, materials, equipment and other facilities required to complete the work stated in the Scope of Work section.

## **Section 2. Price and Payment**

The Owner agrees to pay the Contractor for the performance of the work, in the amount stated in the Payment Details section, subject to adjustments for changes in the work as may be agreed to by the Owner and the Contractor, or as may be required under this Contract. The Owner agrees to pay the Contractor according to the Payment Details section. Payments will be due and payable on the same day as invoice.

## **Section 3. Entire Agreement**

This agreement represents the entire agreement between the Contractor and the Owner regarding the work described in the Scope of Work section, and supersedes any prior written or oral agreements or representations as to that work.

## **Section 4. Time**

Time is of the essence of this agreement. The Contractor shall provide the Owner with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between the Owner and the Contractor or required by circumstances beyond Contractor's control. Any delayed contributed by the Owner or other contractors working on behalf of the owner in any way, but not limited to delay in payments, decision making, supplying of parts or materials, will extended project timeline accordingly.

## **Section 5. Differing Site Conditions**

Contractor shall promptly, and before the following conditions are disturbed, notify the Owner of any:

1. Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contractor to legal liability.
2. Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents; or

3. Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve Hazardous Material, the Owner shall make an equitable adjustment in the Contract Price and the Contract Time for such work by issuing a change order.

### **Section 6. Changes in Work**

The work shall be subject to changes by additions, deletions or revisions by agreement of both the Owner and the Contractor. The Owner shall notify management of Contractor in writing of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders. Any verbal request from the Owner to do change orders that are directed to the workers, sub-contractors, or employees of Contractor who are not in management positions will be deemed as invalid.

Whenever an adjustment in the Contract price or Contract time is required differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner, within a reasonable time, a detailed estimate with supporting calculations and pricing, together with any adjustments to the Contract price and the Contract time. Pricing of the adjustment shall be in general accordance with the pricing structure of this

Contract. However, to the extent that such pricing is inapplicable, cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor plus reasonable amounts for overhead and profit.

The Contractor shall not be obligated to perform changes in the work or additional work until the Owner has approved, in writing, the changes to the Contract price, the Contract time, and has paid for the change order according to the change order payment terms.

### **Section 7. Suspension of Work**

The Contractor, at its option, may suspend work under the Contract as a result of the following: (1) Owner's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, different site conditions, changes by Owner or other circumstances beyond Contractor's control if such circumstance will cause

the Contractor to suffer substantial financial hardship if Contractor is required to continue the work; or (3) Owner's failure to provide Owner's ability to pay Contractor for the work remaining to be performed by Contractor.

Any suspension of work under this Contract will also suspend the progress and completion dates set forth in Section 4.

### **Section 8. Inspection of the Work**

The Contractor shall make the work accessible at all reasonable times for inspection by the Owner.

### **Section 9. Site Access and Rights of Way**

The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Contract price and the Contract time.

### **Section 10. Surveys and Reports**

The Owner shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the work required. The Owner shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

### **Section 11. Permits, Licenses and Regulations**

Unless otherwise provided in the Contract Documents, the Owner shall obtain and pay for all permits and licenses for the prosecution of the Work. The Owner and Contractor shall assist the other in obtaining such permits and licenses.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify Owner of such variance. If any such variances result in any necessary changes in the Work, then Contractor shall be entitled to an equitable adjustment to the Contract price or Contract time.

## Section 12. Termination

The Owner reserves the right to terminate the work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs for the portion of the work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus Contractor's actual and incurred costs for overhead and profit.

Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, then the Contractor may terminate this Contract. In such an event, the Contractor shall be entitled to the payment due and any legal and collection fees.

## Section 13. Insurance

Contract consisting of the following coverage:

- 13.1. The Contractor shall, at its expense, procure and maintain insurance of its operations under this of the following coverage:
  - A. Worker's Compensation and Employer's Liability Insurance;
  - B. Commercial General Liability Insurance covering Contractor's operations;and,
- 13.2. The Owner shall, at its expense, procure and maintain insurance under this Contract consisting of the following coverage:
  - A. Builder's Risk Insurance. "All risk" Builder's Risk Insurance (excluding the hazards of earthquake and flood) such insurance provides property insurance coverage for both Contractor and subcontractors including loss or damage to Contractor's work. Such insurance shall also apply to any of Owner's property in the care, custody or control of Contractor. Owner waives all rights of recovery against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however cause.
- 13.3. Waiver of Subrogation. Owner and Contractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.



**Section 14. Arbitration**

Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with Construction Industry Rules of the American Arbitration Association in effect on the date of the Contract, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Owner and Contractor agree that, should Contractor be potentially or actually a party to a lawsuit or arbitration arising out of or connected to this Contract, Owner shall appear in, and be bound by the decision in, that lawsuit or arbitration. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorneys' fees and costs (including expert witnesses) in that action or proceeding.

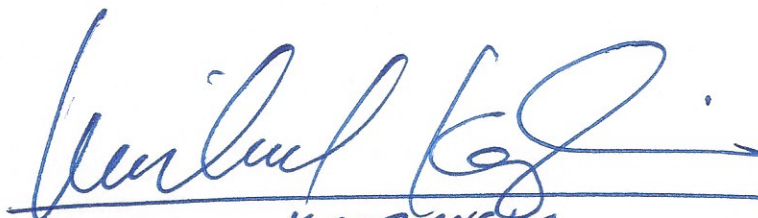
Owners will indemnify officers of Contractor in case of a dispute.

**Section 15. Workers and Subcontractors**

Owner shall not request for change orders or hire the workers or subcontractors of Contractor to work for the owner directly without being managed by Contractor.

**Section 16. Warranty**

The Contractor warrants to the Owner that all work under this agreement will be performed in a good and workmanlike manner, shall be of good quality, and in conformance with Contract documents.



MICHAEL KACZYNSKI

NOV 11, 2014

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GARY MILES  
MICHAEL R KACZYNSKI  
11489 LAURELCREST DR  
N HOLLYWOOD, CA 91604-3873

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11/10/14 Date

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*Michael R Kaczyński*

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