

Hi-Tech
21228 Norwalk Blvd.
Hawaiian Gardens , Ca 907016
Toll Free 1-888-589-4238
Lic. # 1003800 B C-33.

PROPOSAL / ESTIMATE FOR WORK TO BE DONE

NAME: The Elmer Team

DATE: 4/11/2023

ATTN: Angie Middough

**ADDRESS: 5000 E SPRING ST #525
LONG BEACH CA 90815**

**JOB SITE: 11 Temple Ave Long
Beach CA 90803**

PHONE: 562.316.2915

EMAIL: angie@theelmerteam.com

FILE NUMBER:0324046JR

Miscellaneous Repairs

This proposal is based on visual inspection performed.

Scope of Work

Repair Smoke Detectors.
Clean all debris from Drainage areas
Repair 4 drains on roof.
Repair Closet door.
Repair water fixtures as needed.
Repair Wood gate.
Caulk Foundation as needed.
Paint patchwork at gate area.
Repair Ceiling lights as needed.
Remove all Window treatments except in Master bedroom.
Haul away all trash and Debris.

*** Any extensive Electrical work or plumbing work will require a change order***

*** Master Bedroom door repair estimate TBD determined if we can use an existing hinge***

*** Electrical Gate Closure Repair TBD after Testing is done on the Components****

THIS CONTRACT is between Hi-Tech and The Elmer Team

1. Contract Documents. The contract documents consist of this Contract, written change orders executed by both parties to this Contract.

Contractor is under no obligation to check or otherwise review the accuracy of the Plans submitted. Any errors or omissions in the Plans are the responsibility of Owner, and Contractor shall not be liable to Owner or Architect for damage resulting from errors, inconsistencies, or omissions contained in the Plans.

2. Entire Agreement. The Contract Documents represent the entire and integrated agreement between Owner and Contractor and supersede prior negotiations, representations, or agreements, whether written or oral.

3. Scope of Work. Contractor will furnish all labor, equipment, materials & testing mandated by the City of Los Angeles (with the exception of all special deputy inspections as needed) to construct the Project at the above noted location("Work"). Please see the attached bid form for Owner & Contractor supplied items. All vendors, suppliers, and sub-contractors will be under the control and advisement of Contractor

4. Contract Sum. Owner shall pay Contractor for Contractor's full performance of the Work the sum of see options page1 (see options). (The "Contract Sum") subject to the provisions of Paragraphs 9 through 13 herein. If alternate items should arise throughout the course of construction, all alternate item changes are in addition to the Contract Sum and will be added to the Contract Sum.

5. Terms and Conditions.

If contractor commences litigation or employs attorneys in order to secure payment of any sums due to it from Customer; the Customer acknowledges that proper venue will be the city of Hawaiian Gardens, California and agrees to pay reasonable attorney's fee in addition to all other sums due. Customer agrees to notify Contractor in writing of any change in ownership to the Contractor in writing. The undersigned warrants that the above agreement has been carefully read and the Customer understands the same. Interest shall accrue in the amount of 1 ½% per month in the outstanding principle balance. (Per SEC.1719 CHAPTER 522, CALIFORNIA CIVIL CODE 1983. Any person that writes a check that is dishonored for lack of funds or a stop-payment can be sued for three (3) times the amount of the check or \$500.00, whichever is greater. In addition to the face value of the check, court cost, attorney fees, and service cost can be included

All sales are subject to approval by our installation and credit departments.

Down Payment* (if any): *By California law, cannot exceed two hundred dollars (\$200.00) or 2 percent of the contract price for swimming pool, or one thousand (\$1000.00) or 10 percent of the contract price for other home improvement excluding finance charges, whichever is the lesser.

*If either the proposal and/or the acceptance of this proposal and Contract is made at other than the premises at which Contractor or owner normally carries on a business, then you, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

***Business and Professional code 7159.1 & 7159.2 applies to this contract.**

A notice that failure of the contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified in the contract when work will begin is a violation of the Contractor's License Law.

*Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar, Contractors State License Board, PO Box 26000, Sacramento, California.

6. Releases. Concurrently with Owner making any progress payment to Contractor,

Contractor will supply properly executed mechanic's lien releases, in form satisfactory to Owner, acknowledging payment for that portion of the Work performed before the end of the month preceding the month for which application for payment is made. Owner shall not incur any mechanic's lien on this project so long as he is not in default under the payment terms of this Contract. Contractor agrees to timely pay any and all subcontractors who perform work or services on the Project and further agrees and warrants to keep the Subject Real Property free and clear of any and all mechanic's liens filed by any subcontractor performing work on this Project.

a. In the event that any mechanic's lien should be filed, then Owner shall have the right to withhold from any payment or amount then owing to Contractor the amount equivalent to the amount of the mechanic's lien until such time as the mechanic's lien is removed or withdrawn from the Subject Real Property.

7. Contractor's License. Contractor is properly licensed to perform the Work and will remain so during the performance of the Work. Contractor's License number is 589169. General Contractors License.

8. Time for Completion. Contractor and Owner shall agree upon a construction schedule (the "Schedule") for the Work. The Schedule shall be revised at appropriate intervals as required by the Work and as mutually agreed upon by Contractor and Owner.

9. Delays and Extension of Time. If the progress of the Work is delayed by inclement weather, flood, earthquake, picketing, boycotts, shortage of materials, acts of public agencies, concealed conditions (as described in Paragraph 10 herein), or other causes beyond the reasonable control of Contractor, the Schedule shall be correspondingly extended and the Contract Sum shall be equitably adjusted to cover Contractor's direct and indirect costs associated with any such delay. This paragraph shall not be construed as limiting any adjustment to the Contract Sum provided for in Paragraph 10 herein.

10. Concealed Conditions. In the event that Contractor encounters adverse concealed conditions not disclosed in writing to Contractor, then the Contract Sum shall be equitably adjusted based upon the direct and indirect costs incurred by Contractor associated with the delay in the progress of the Work and/or the remediation of any such condition. Such concealed conditions include, but are not limited to, utility lines, easements (whether public or private), land-use regulations, adverse soil conditions, hydrologic conditions, geologic conditions and hazardous waste or materials located in or about the Project. Contractor shall be under no obligation to remediate any such concealed conditions.

11. Change Orders. A change order is a written instrument prepared by Owner or Contractor stating the agreement of Owner and Contractor upon a change in the Work, the amount of the adjustment in the Contract Sum and the extent of the adjustment in the Schedule. Contractor shall not be obligated to proceed with any change in the Work unless a proposed change order is signed by both Contractor and Owner. Owner shall not be liable for the work or amount of any change order unless it is in writing and is signed by Owner personally.

12. Inspection and Testing. Contractor will facilitate all inspection and testing called for by Owner, Contractor or Local Authorities as necessary.

13. Risk of Loss, Damage, Destruction. Owner shall, at all times during the Project, bear the risk of loss for the Subject Real Property, its contents, and any improvements made during the Project, including but not limited to loss from theft and/or vandalism. The risk of such loss shall be provided for by the policy of insurance required under section 19 below. If the Work is completely or partially destroyed by:(1) Owner or Owner's agents or (2) any peril that is not the fault of either Contractor or Owner including, but not limited to, fire, earthquake, act of God, civil uprising or criminal act, then Contractor will be paid in full for the percentage portion of the Work performed immediately prior to the destruction of the Work. In such case the Contract Sum and the Schedule shall be equitably adjusted to compensate Contractor for the extra work and delay, if any, and Contractor shall rebuild and complete the Work. Notwithstanding anything else in this section, Contractor shall be responsible for damage or destruction resulting from acts or omissions of Contractor, and for insurable acts or omissions of Contractors' Subcontractors and Vendors that are not under direct contract with Owner.

14. Services to be Performed by Owner. In addition to the other duties and responsibilities enumerated in this Contract, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.

15. Clean-up. Contractor will keep the Work in a neat and clean condition and will, upon completion, leave the Work in a broom-clean condition.

16. Warranty. Contractor warrants that the materials provided under the Contract Documents will be of good quality, new (unless otherwise permitted by the Contract Documents or by Owner) and that the Work shall be free of defects not inherent in the quality required or permitted for one-year labor and 2 years' materials period after all work is completed and Certification of

Occupancy Certificate is issued. Contractor further warrants that the Work will conform to the Contract Documents. Contractor's warranties exclude remedy for defect or damage caused by abuse, improper or insufficient maintenance, improper operation or normal wear and tear.

17. Contractor's Insurance. Contractor will provide Owner with the following insurance, with certificates of insurance issued by insurance companies authorized to conduct business in California:

a. Liability insurance with policy limits of not less than \$1 million for each occurrence and in the aggregate. The certificate will provide that the policy may not be canceled or modified without 30 days' prior written notice to Owner.

b. Workers' compensation insurance in statutory form. The certificate of insurance will provide that the insurance may not be canceled without 30 days' prior written notice to Owner.

18. Default by Contractor. If Contractor is guilty of a material default under this Contract, and such default is not cured within 30 days after written notice to Contractor, then the Owner may (a) suspend payment or (b) cancel Contractor's right to perform all or any portion of the Work.

COMPLIANCE AGREEMENT

Should Owner default on any such payment(s) or if payment(s) are not received within the allotted time in paragraph 5 and by the designated terms, all amounts owed to Total Building Care, Inc. from Owner for this project shall become immediately due and payable.

TOTAL ESTIMATE PRICE: \$4,900.00
(Four Thousand Nine Hundred, No/Cents)

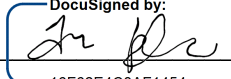
Payment Schedule: to be determined

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AS APPLIED TO AGREEMENTS EXECUTED IN CALIFORNIA SOLELY BY RESIDENTS OF CALIFORNIA TO BE PERFORMED ENTIRELY WITHIN THE STATE.

Hi-Tech

BY: _____

The Elmer Team
Anu Parvathani

BY:  _____
16F62E4C8AF1454...

Contract File#0324046JR