

MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION CHECKLIST:

Applicants should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. **Any application found to be incomplete may nullify the timelines in this application.**

Applications must be submitted as a hard copy and a digital copy to the Planning Department Mills Act Coordinator by **May 1st** in order to comply with the established timelines.

1. Mills Act Application

YES NO Has each property owner signed?

YES NO Has each signature been notarized?

2. High Property Value Exemption Form & Historic Structure Report (if applicable)

Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000. **Not Applicable**

YES NO Have you included a separate sheet of paper adequately justifying how the property meets the following exemption criteria and why it should be exempt from the property tax valuations?

YES NO Have you included a copy of the Historic Structure Report completed by a qualified consultant?

3. Priority Consideration Criteria Checklist

YES NO Have you included a separate sheet of paper adequately justifying how the property meets three or more priority consideration criteria?

4. Draft Mills Act Historical Property Contract

YES NO Have you reviewed the Planning Department's standard "Historical Property Contract"?

5. Notary Acknowledgement Form

YES NO Is the Acknowledgement Form complete?

YES NO Do the signatures match the names and capacities of signers?

6. Draft Rehabilitation/Restoration and Draft Maintenance Plans

YES NO Have you identified and completed the Rehabilitation/Restoration, and Maintenance Plans organized by contract year, including all supporting documentation, such as photographs and contractor's estimates related to the scopes of work?

7. Photographic Documentation

YES NO Have you provided both interior and exterior images (either digitally or on separate sheets of paper)? Are the images properly labeled?

8. Site Plan

- YES NO Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?

9. Tax Bill

- YES NO Did you include a copy of your most recent tax bill?

10. Rental Income Information

- YES NO Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?

11. Application Fee Payment

- YES NO Did you include a check payable to the San Francisco Planning Department? The current fee schedule for applications can be found on the Planning Department website.

Fee will be paid online, per Planning Department directions.

12. Eligibility

- YES NO Is your property a qualified historic property?
- YES NO If no, did you submit a complete city landmark designation application before December 31 of the previous year.

13. Project Review Meeting

- YES NO Did you attend a Project Review Meeting with Preservation Staff?

If yes, please provide date of Project Review Meeting. Date: April 26, 2022



**942-944 Fell Street
Mills Act Application**



MILLS ACT HISTORICAL PROPERTY CONTRACT

SUPPLEMENTAL APPLICATION

Note: Applications must be submitted in both hard copy and digital copy form to the Planning Department at 49 South Van Ness Avenue., Suite 1400 by May 1 in order to comply with the timelines established in the Application Guide. Please submit only the Application and required documents.

Property Information

Project Address: 942-944 Fell Street

Block/Lot(s): 0823-17 / 0823-18

Is the entire property owner-occupied?
 Yes No

If **NO**, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas). Attach a separate sheet of paper if necessary.

100% rental income - 944 (1753 sqft), 942 (1500 sqft)

Rental Income Information

Include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.? Attach a separate sheet of paper if necessary.

See Supplemental Information, Appendix 1

Property Owner's Information

(If more than three owners attach additional sheets as necessary. Property owner names must be listed exactly as listed on the deed)

Name (Owner 1): Julie Chin

Company/Organization:

Address: 522 Ortega Street
San Francisco, CA 94122

Email Address: chinrents@gmail.com

Telephone: 650-996-8033

Name (Owner 2):

Company/Organization:

Address:

Email Address:

Telephone:

Name (Owner 3):

Company/Organization:

Address:

Email Address:

Telephone:

Do you own other property in the City and County of San Francisco?

Yes No

If **YES**, please list the addresses and Block/Lot(s) for all other property owned within the City of San Francisco.

1515 15th St. #507 - 3553/142

522 Ortega St - 2048/036

Applicant Information Same as above

Name:

Company/Organization:

Address:

Email Address:

Telephone:

Please Select Billing Contact Owner Applicant

Name:

Email Address:

Telephone:

Please Select Primary Project Contact: Owner Applicant

Qualified Historic Property

Individually Designated Pursuant to Article 10 of the Planning Code.

Landmark No.: _____ Landmark Name: _____

Contributing Building in a Landmark District Designated Pursuant to Article 10 of the Planning Code.

Landmark District Name: Alamo Square Historic District

Significant (Category I or II) Pursuant to Article 11 of the Planning Code.

Contributory (Category III) Pursuant to Article 11 of the Planning Code

Contributory (Category IV) to a Conservation District Pursuant to Article 11 of the Planning Code.

Individual Landmark under the California Register of Historical Resources

Contributory Building in California Register of Historical Resources Historic Districts.

Individual Landmark listed in the National Register of Historic Places.

Contributory Building listed in the National Register of Historic Places as a Historic District.

Submitted a complete application for listing or designation on or before December 31 of the year before the application is made.

Are there any outstanding violations on the property from the San Francisco Planning Department or the Department of Building Inspection? If

YES, all outstanding violations must be abated and closed for eligibility for the Mills Act.

Yes No

Are taxes on all property owned within the City and County of San Francisco paid to date? If **NO**, all property taxes must be paid for eligibility for the Mills Act.

Yes No

NOTE: All property owners are required to include a copy of their most recent property tax bill.

Tax Assessment Value

Most Recent Assessed Value: \$ (944)1,254,600 | (942)1,077,006

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000

Yes No

The property is a Commercial/Industrial Building valued at less than \$5,000,000

Yes No

Exemption from Tax Assessment Value

If the property value exceeds the Tax Assessment Value, please explain below how the property meets the following two criteria and why it should be exempt from the Tax Assessment Value.

1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history;

2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair.

NOTE: A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to apply for an exemption from the tax assessment value.

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property.

Yes No

Priority Consideration Criteria

Please check the appropriate criteria as they apply to your property and explain on a separate piece of paper how the property meets the stated Priority Consideration Criteria. Only properties qualifying in three of the five categories are given priority consideration.

- Necessity:** The project will require a financial incentive to help ensure the preservation of the property. This criterion will establish that the property is in danger of deterioration and in need of substantial rehabilitation and restoration that has significant associated costs. Properties with open complaints, enforcement cases or violations will not meet this criterion.

See Supplemental Information: Appendix 2

- Investment:** The project will result in additional private investment in the property other than for routine maintenance. This may include seismic retrofitting and substantial rehabilitation and restoration work. This criterion will establish that the owner is committed to investing in the restoration, rehabilitation and maintenance the property.

See Supplemental Information: Appendix 2

- Distinctiveness:** The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature.

See Supplemental Information: Appendix 2

- Recently Designated City Landmarks:** properties that have been recently designated landmarks will be given priority consideration.

- Legacy Business:** The project will preserve a property at which a business included in the Legacy Business Registry is located. This criterion will establish that the owner is committed to preserving the property, including physical features that define the existing Legacy Business.

Photographic Documentation

Provide both interior and exterior images (either on separate sheets of paper or digitally) and label the images properly.

See “**Rehabilitation/Restoration & Maintenance Plans**” section below.

Site Plan

On a separate sheet of paper, show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions on a site plan.

Attached as Supplemental Information, Appendix 3

Please note that the properties were formerly collectively known as lot 0823-10.

Rehabilitation/Restoration & Maintenance Plans

A 10 Year Rehabilitation/Restoration Plan, including estimates prepared by qualified contractors, has been submitted detailing work to be performed on the subject property

Yes No

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property

Yes No

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the California Historic Building Code and all applicable Codes and Guidelines, including the Planning Code and Building Code.

Yes No

Plans attached as Exhibits A & B

Schedule attached as Supplemental Information, Appendix 4

Photos and Contractor estimates attached as Supplemental Information, Appendix 5

**Exhibits A & B:
10-year Rehabilitation
& Maintenance
Plans**

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 1	Building Feature: West Wall Painting and Repairs		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion:	2022		
Total Cost: \$	29,175 (painting) + 27,000 (carpentry) + 1,000 (color consultation with Bob Buckter) = 57,175		
Description of work: <p>The exterior paint is peeling off, leaving the sides of the building exposed. Since the building is completely open on all 4 sides and sits atop a hill, the exterior is especially vulnerable to environmental effects, particularly along the West wall. Purchase records show that the West side of the building was also repaired as recently as 2013. It has demonstrated problems again, less than 10 years later, indicating that side of the building is particularly subject to extreme weathering. The site is located at the top of the hill, unshielded from the elements. Additionally, the past work may not properly protect the sides of the building, as evidenced in photos, and will need to be corrected.</p> <p>It has been noted that very heavy rains seem to bring about damp walls, so there are quite certainly leaks that need to be fixed on the exterior. These are spot-fixed, but the exterior really needs to be fully repaired and restored for true long-term prevention. This has been an ongoing issue since the building was purchased. It looked freshly painted less than 8 years ago, but contractor assessments are that the building is significantly overdue for repainting. Contractors have noted that the building seems to have been painted ~20-25 years ago, although it should be noted the facade sees heavy street traffic and is South facing (lots of sun), and the West wall was painted within the past 10 years.</p> <p>The amount of carpentry required cannot be truly estimated until work begins, so that is a moving target, but most contractors have indicated that the total expense will get close to six figures, and with the corrections required to seal the exterior (as noted in images below), there will be a lot of carpentry and new siding needed.</p> <p>Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</p>			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 2	Building Feature: Repair Water Damage to West Wall		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2022			
Total Cost: \$ 28,505 (also covers Rehabilitation/Restoration Scopes 6 and 10)			
Description of work: There are several areas with noticeable water intrusion that need correcting along the West wall. In the lower unit, the front bedroom on the West wall under the stairs shows the most need for repair, followed by the back bedroom along the West wall (particularly in the closet area, which is exposed to the lightwell). This room will also need full wall repair and repainting. In the upper unit, the stairs from the front door to about half the length of the stairs has been damaged by water intrusion. (Note: this is the opposite side of the wall that the neighboring fence is on, showing where water has gotten trapped, and the flashings have failed). Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 3	Building Feature: Seal and rehab the entry stairs		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2022			
Total Cost: \$ 5100 - Modamas			
Description of work: The massive concrete exterior entry stairs are developing cracks and gaps. Some is due to age, some is due to erosion by plants growing through the cracks in it, which have gotten to the point that large chunks of concrete are coming out. The stairs need to be power washed, cleaned out, prepped, re-painted, and sealed. Visible cracks, dents and missing battered areas will be repaired. Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 4	Building Feature: Re-roofing		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 33,355 - Sure Roofing			
Description of work: <p>Since purchase, the ceiling of the kitchen has “leaked” through one of the light fixtures. I’ve had multiple people look at it and try to assess it, but have been told that until they try to start the repair, they won’t know how much it will cost. The vent cap had a tendency to blow off during high winds, which would substantially increase the rate of drip. This has been resolved. However, we noticed a continuation of the drip every so often. After multiple evaluations, we have figured out that the cause is that water condenses in the vent (or is blown in sideways during very stormy days), and the vent drips down through the light. There ought to be a correction in the vent.</p> <p>According to purchase paperwork and permits, the roof (modified bitumen) was last reinstalled in 2000. It is coming up on time for it to be repaired. Although inspections 3 years ago found the roof to be in good condition and still serviceable, upon recent inspection, rusted areas and soft spots were noticed where water pools between the layers.</p> <p>A new roof will be installed with attention to longevity and durability. The leaking vent will also be inspected from the roof side and be repaired.</p>			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 5	Building Feature: Facade Painting and Repairs		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: early 2025			
Total Cost: \$ 23,850 (painting) + 40,000 (carpentry) = 63,850 - Modamas			
Description of work: The Facade (South wall) of the building faces Fell Street. It sees a lot of traffic, the exhaust of which can be noted on the building vestibule and downward-facing areas. Additionally, the facade is subject to extreme fading due to sun exposure. Much of the millwork has been eroded over time and needs to be rebuilt. Work will cover: all siding, bricks, trim, windows, doors, brackets, soffit, entryway, metal security doors, garage door, posts, and railing. Painters will prepare the surface to ensure a long-lasting paint job including: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats. Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 6	Building Feature: Repair Water Damage to South Wall		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2025			
Total Cost: \$ included in Faragon estimate for Scope #2 + 330 for re-inspection prior to work			
Description of work: Mostly cracking has been noticed along this wall. Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 7	Building Feature: East Wall Painting and Repairs		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: early 2027			
Total Cost: \$ 26,625 (painting) + 26,500 (carpentry) = 53,125 - Modamas			
Description of work: The East wall has many areas of peeling paint on the exterior. It is difficult to tell whether there is much interior water damage since there fireplaces, built-ins, and cabinetry, are all along the East wall. The East wall seems to be faring a little better than the West wall, but still is in need of extensive repairs. Work will cover: All siding, trim, windows, and paintable pipes. Painters will prepare the surface to ensure a long-lasting paint job including: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats. Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 8	Building Feature: Foundation repair/address beetle infestations		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2027			
Total Cost: \$ 10,675 - Cook & Associates (plus additional 550 inspection/call-out fee)			
Description of work: On the East wall of the foundation, plants have started to spring up, creating holes and gaps in the foundation, allowing pests in. The foundation issues will be managed outside the scope of the Mills contracts. There are noticeable signs of beetle infestations that need to be treated. Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 9	Building Feature: Back (North) Wall and Roof Area Painting and Repairs		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: early 2028			
Total Cost: \$ 19,600 (painting) + 9,300 (carpentry) = 28,900 (Modamas)			
Description of work: The North wall is in the best condition of all the walls - it has the least exposure to outside elements, but still has some areas where the paint has worn away. Work will cover: All siding, trim, windows, and paintable pipes. The following roof elements will also be included: metal, chimney, and pipes. Painters will prepare the surface to ensure a long-lasting paint job including: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats. Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 10	Building Feature: Repair Water Damage to Back & East Walls		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2028			
Total Cost: \$ included in Faragon estimate for Scope #2 + 330 for re-inspection prior to work			
Description of work: The East wall has a lightwell where the kitchen is located. The kitchen window in the lightwell has shown considerable settling and cracking, though there have been varying accounts of about the degree of moisture leakage within the walls (from severe to minor). The kitchen has shown many water stains on the upper wall near the ceiling. Estimation Note: it is not possible to get an evaluation of work required without first opening the walls up. It is also not prudent to work on the interiors until after the exterior work is done. Hence,			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 11	Building Feature: Garage door replacement
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: 2030	
Total Cost: \$ 4,935 - Garage Masters	
Description of work: Garage door is reaching the end of its lifetime and has dry rot along the bottom wood planks. Estimate for replacement with same style door, primed but not painted. Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 12	Building Feature: Window restoration in kind		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2024			
Total Cost: \$ 4,432 - Gilberto Arellano			
Description of work: One of the back windows in the lower unit has a crack in it and needs to be replaced. There is also a window in the lightwell that needs to be recased to fit the recess and a window in one of the kitchens that has become leaky and also needs to be replaced. Several of the windows do not operate smoothly or have broken balances. These window sashes will be repaired to full operability. This work is not included in the estimate. Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 13	Building Feature: Back Stair Painting and Repairs		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion:	2032		
Total Cost: \$	1,700 - Modamas		
Description of work: The back stair was re-built in 2020. Work will cover: all wood stair surfaces. Painters will prepare the surface to ensure a long-lasting paint job including: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats. Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 1	Building Feature: Exterior inspections and repairs
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: Annually	annually, or as needed
Total Cost: \$	785+ (inspection) + 5,000 (estimated cost of maintenance)
Description of work: Gentle surface cleaning with soap. Inspect exterior for any signs of water damage, paying particular attention to the West wall. Repair and maintain as needed. Perform annual inspections of the wood siding and decorative trim. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood). This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 2	Building Feature: Repaint exterior
<input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: Annually	every 8-10 years, or as needed
Total Cost: \$	100,950 (painting) + carpentry
Description of work: Due to the exposure of the building to the elements, I'm told from contractors that this building may need a new paint job within 10 years. Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.	

Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 3	Building Feature: Roofing inspections and repairs		
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually every 3-5 years, or as needed			
Total Cost: \$ 585+ for each inspection, in addition to cost of maintenance work (EcoSmart is \$700, but they can also do any repairs required)			
Description of work: Inspect roof, vents, & downspouts. Repair and maintain as needed. This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 4	Building Feature:	Termite/Pest/Foundation inspections and repairs	
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually		annually, or as needed	
Total Cost: \$ 785+ for each inspection, in addition to cost of maintenance work			
Description of work: Inspect foundation for dry rot, drainage issues, and pest damage, paying special attention to drainage issues, particularly on the East and West walls. Repairs as needed. This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	5	Building Feature:	Entrance stair maintenance
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion:	Annually	every 2-3 years, or as needed	
Total Cost: \$	estimated 5100 - Modamas		
Description of work: Hire painter to power wash the stairs concrete stairs and balustrade, clean out the cracks, caulk any holes and cover with elastomeric paint to prevent water seepage. This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: # 6	Building Feature: Windows and exterior doors		
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually			
Total Cost: \$ estimated 1,500/year			
Description of work: Perform annual inspections of the windows and exterior doors. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood). This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.			

Signature and Notary Acknowledgement Form

By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate. Attach notary acknowledgement.

Julie Chin

Name (Print)

Date *May 2 2022*

Signature *Julie Chin*

Name (Print)

Date

Signature

Name (Print)

Date

Signature

Public Information Release

Please read the following statements and check each to indicate that you agree with the statement. Then sign below in the space provided.

I understand that submitted documents will become public records under the California Public Records Act, and that these documents will be made available upon request to members of the public for inspection and copying.

I acknowledge that all photographs and images submitted as part of the application may be used by the City without compensation.

Julie Chin

Name (Print)

Date *May 2 2022*

Signature *Julie Chin*

Public Information Release

Please read the following statements and check each to indicate that you agree with the statement. Then sign below in the space provided.

- I understand that submitted documents will become public records under the California Public Records Act, and that these documents will be made available upon request to members of the public for inspection and copying.
- I acknowledge that all photographs and images submitted as part of the application may be used by the City without compensation.

Julie Chin

Name (Print)

May 2 2022

Date

Julie Chin

Signature

Supplemental Information

**942 - 944 Fell Street
Mills Act Application**

Dear Preservation Advocates:

As an Art History major with a career in the arts, I've always had a soft spot for historic architecture. Although I was born in San Francisco (UCSF), I grew up in lower Manhattan in a historic brownstone built in the 1860s where the Dutch had first settled (Mom was lucky and literally won a housing lottery). I loved living somewhere with authenticity, history, and memories of its own. Decades later, I returned to San Francisco and rented a lovely Victorian studio in Mission Dolores. I grew tired of my tech job and decided to follow my passion in the live and performing arts, with the great privilege of working with SF Opera, SF Symphony, SF Conservatory of Music to name a few. When I lost my beloved apartment in a fire while on tour, I decided to channel whatever resources I could muster to make my non-profit career choice sustainable.

I purchased 942-944 Fell Street in 2014. I fell in love with the property as soon as I saw her. Both units were tenant-occupied, but it was evident that this beautiful painted lady had been cared for and appreciated - she still retained her many charms. She wasn't flashy or flamboyant, but she was stately. Her large entrance staircase beckoned with a warm glow from the stained glass window in the entryway. She stood alone, an Edwardian row house without a row, commanding one's focus upon approach. I could tell she had "good bones". I had originally planned to move in, but realized that it would be better financially to continuing to rent the units.

On the interior were many touches of a bygone era. Each units showcased meticulous choice of coordinated interior paint colors, painted anaglypta wallpaper, built-in shelving, decorative box beam ceilings, sliding double doors, wainscoting, and a butler's pantry, and 2 working fireplaces apiece. The upper unit additionally boasted detailed corbel busts, a mechanical door pull at the top of the stairs (to open the door below - that I longed to make return to service). Electrified chandeliers with ceiling medallions harkened back to an older era. My inner art historian was pleased as punch.

She had some flaws, but she wasn't completely falling apart - at least, not immediately. In the years since, the need for maintenance has become obvious, particularly on the exterior. The realtor had raved "Fully detached", but exposure to the elements takes its toll. Deferred maintenance became more evident, and sadly as a new purchaser my expenses were much greater than the owner before me. I learned many things in those years. The walls (especially on the West wall) could become damp. The empty neighbor's property on the East Wall had overgrowth that could soften the exterior walls. The ivy had a tendency to grow so high that it grew over the backyard stairwell, compromising it even further. There was a light fixture (of all things?) that had a leak. My lovely building not only appealed to people, but apparently mice as well.

The first year, I anticipated being in the red and resolved to save up any net revenue for the needed repairs. Within a few years, I was in the black again, and a couple years later, had some savings. And then I learned how costly it would be... A full paint job might run close to 6 figures, including the carpentry required. But would I rather paint her in monochrome instead of the 6 being used to save some money, the vendors asked. Meanwhile, no contractor in the city chomps at the bit for a chance to build the stairs, structurally questionable by design. Repairing the stained glass window cost a pretty penny, but was half of what repairing a sliding french door would be. I started to understand the pressure that "mom and pop" landlords are under - and why so many of them can't afford to stay in SF.

Still pride of ownership remained strong. One day as a tourist passed by, as they do. She had just taken a tour of Victorian houses and was on her way back to the tourist bus that uses the building as a bus stop landmark. "It's a painted lady!" she said, proudly exclaiming her newfound knowledge as she tried to peer into the windows upstairs. "Yes, it is!"

I had just started to bite off some of the larger projects (replacing the backyard stairs in kind, as well as the stained glass window) when the global pandemic began. Both units took a hit as roommates had half their combined salaries disappear overnight. They decided to move back home or leave the city. Labor costs rose. Lumber costs rose. Paying mortgages without tenants is a costly proposition. I was grateful for any Covid relief.

Since then, the units are occupied, but the rents are lower than ever. And the expenses are higher than ever. I found myself in an even worse financial position than when I had first purchased the units 7 years ago, with repairs that couldn't be deferred any longer. So I set about looking into how I could tighten things up with moderate rent hikes, beginning a long process of refinancing the mortgages, clarifying the priorities, and searching for other ways to finance some major improvements and rebuild a financial safety net. Recently stumbling across the Mills Act and discovering that the property was already in a Historical District was another ray of light. Much of the Rehabilitation and Maintenance plans focus on exterior work to keep the walls watertight.

While some may be turned off by the restrictions of having a historic home, I've always sought to preserve the building's natural grace and beautiful features anyway. I am also thankful that others (residents and tourists) can enjoy it with me - and really search for tenants who will continue to care for and appreciate the home. I am hopeful that the Mills Act tax savings will enable me to redirect funds to the care, restoration, and maintenance of this beautifully historic painted lady.

Sincerely,
Julie Chin

Appendix 1: Rental Income Information (pg. 11)

2022:

942 currently 5500/month, down from 6825/month pre-covid

944 currently 5400/month, down from 7100/month pre-covid

Cashflow illustration:

944 monthly expenses:

- Mortgage: \$3515.80
- Property Tax: \$1295.82
- Insurance: \$220
- Recology: \$43
- SFPUC: \$150
- 15% (regular maintenance & repairs): \$810
- Gardener: \$150
- TOTAL: \$6184.62

942 monthly expenses:

- Mortgage: \$1921.37
- Property Tax: \$1120.76
- Insurance: \$210
- Recology: \$36
- SFPUC: \$150
- 15% (regular maintenance & repairs): \$825
- TOTAL: \$4263.13

Appendix 2: Priority Considerations (pg.14)

NECESSITY:

A Mills contract will enable me the historic, quality improvements this building deserves. As a landlord, there's pressure to cut corners in maintenance, repairs, and not rehabilitate. I do not enjoy that way of thinking though (if that's one's goal, one does not buy a historically preserved house to maintain) I see rehabilitation as an opportunity to go beyond and also to share this beautiful building with others. Like many other owners who take an interest in preservation, I see myself as a steward and caretaker of history and a special moment in time.

Painting the structure alone is over 25x the current annual net revenue that the property generates. Furthermore, the past 2 years of the pandemic have completely wiped out any resources I had set aside for improvement projects and, it is now just no longer feasible without a substantial change in the balance of finances. At no time in the history of my ownership have costs been as high as they are now, and the rent as low as it is. My desperate search to find a way to be able to make these repairs practical led me to the Mills Act.

I would love to maintain whatever possible in-kind and in character with the building and save it from dilapidation. It breaks my heart not to be able to service and maintain this building as it should be, but I also have the responsibility to practice sound fiscal management with this resource.

INVESTMENT:

To ensure I can financially complete the necessary repairs and fulfill any additional Mills obligations, I have also refinanced the properties and have secured loan for the balance. The actions to obtain additional financial means underscores my commitment to providing additional investment required to execute the 10 year rehabilitation and maintenance plans without passing these costs directly on to tenants who may also find them unaffordable.

Should I receive a Mills contract, the following additional investments will include (at a minimum):

- Painting: Additional color palette, instead of monochrome. Include gold leaf. Hire color consultant to choose colors.**
- Windows: Replace all existing front-facing vinyl windows with accurate wood replacements.**
- Selecting top quality professionals, specializing in Victorian work, which can add a 25% premium - 50% premium over what a less expensive alternative would be. To demonstrate the difference, I am including 2 bids for the painting work by licensed contractors that highlights some of the cost differences in the market. Under Mills, I will happily choose the more experienced (but vastly more costly) contractor.**
- Additional annual maintenance schedule (instead of as needed) amounting to thousands of dollars annually.**
- Repairs on a schedule, rather than a cashflow-controlled basis.**
- Restoring all parts of the building, including those not seen from the street with in-kind, historic materials.**

Appendix 2 (cont'd): Priority Considerations (pg.14)

(INVESTMENT, cont'd)

What is the value of Mills if the additional expenses equal or even outweigh the tax rebate? There is a huge benefit of having a gorgeous property! The value in the Mills contract is that; a) I get to keep my beautiful building, and b) it will allow me to proudly make the repairs as I feel a beautiful historic building deserves, instead of being bound to the financial reality of being a “mom & pop” landlord in San Francisco - a rarity which is already being financially squeezed out of existence.

Additionally, should the Mills Act make this feasible, I hope to also perform the following work, including but not limited to:

- Foundation drainage: Laying 70' of french pipe right outside the East wall to protect the foundation from runoff and drainage
- Interior improvements, like: restoring the sliding mechanism French doors, maintaining bulbs in the candelabra lights in the social areas (which can be seen from outside), replacing the finial ball at the top of the stairs.
- Landscaping improvements to the front of the building
- Green upgrades - converting the building from gas to electric, as and when and wherever possible

It should also be noted that the application process has already produced costs that I otherwise would not have incurred already in the first year, and which I hope testify to my commitment to invest in the end result of being able to provide the care the building deserves:

- Application & meeting fees - ~4K
 - Hiring contractors for evaluations for estimates - ~1K
 - Notarizations, recording, possibility of needing to retain a lawyer for CC&R changes, etc. - TBD
 - Vacation time for childcare required for this Mom of a toddler to spend time on application (requiring days at the site to meet contractors, travel, coordination, site visits, research, etc.): ~3K and above
- The finances invested may ultimately well exceed the annual benefit of a Mills Act contract in the first year and testify to my commitment to the rehabilitation and interest in preserving the property.

My hope is that substantial rehabilitation now will enhance the building in a long-term and sustainable manner for the future, with all finances going back to: rebuild the reserves needed for proper maintenance, paying back the loans, and allowing for increased investment back into the property - inside, outside, and beyond - making it a winning situation for San Francisco residents, the general public, and the City and County of San Francisco.

DISTINCTIVENESS:

944 Fell St is the No. 8 double-decker tourist bus hop-on/hop-off stop for the BigBus Red Route: <https://www.bigbustours.com/en/san-francisco/red-route-san-francisco> (see screenshot on next page). This is the bus stop for the African American Art & Culture Complex, Alamo Square Park, and Painted Ladies, and tourists often linger there on their way to or from Postcard Row.

Since the building is so conveniently located to a tourist hub, it has been mentioned by tour guides as another example of a “painted lady” and eyed by tourists multiple times a day. The building also naturally attracts the attention from passersby. It is also the only painted lady on that side of the street, there are no other row houses around her, and she is on a hill.

Other features of this building:

- 1) Originally designed to house 2 units - it has 2 doors in the vestibule, with identical stacked floor plans.
- 2) The row house is exposed and visible to the public on all sides except the back. While the sides of the house are not particularly ornate (save for the lightwells on each side), the building provides an example of the construction of row houses from a vantage point not often seen.
- 3) This building was among the first to have indoor plumbing. Unlike neighboring properties, it was built without an outhouse as shown on the Sanborn maps. Water service begun by SF Master Plumbers Albach & Mayer in 1909 - the same year the first occupants moved in. Listings for renters in 1909 described the home as “fully modern”.
- 4) A historic property that can be enjoyed and appreciated by San Franciscans who love Victorian/Edwardian architecture, but may not otherwise be able to purchase a home in San Francisco. This allows them to share in the pride of taking care of a painted lady.
- 5) The PIM shows only 2 other properties under a Mills contract in the Alamo Square Historic District, both adjacent to Postcard Row. This building would allow for some geographic diversity in Mills Act recipients.

Appendix 2 (cont'd): Priority Considerations (pg.14)

Screenshot of 944 Fell Street listed as the No. 8 tourist bus stop

The screenshot displays the Big Bus San Francisco website interface. At the top, there is a navigation bar with a menu icon, the text "BIGBUS SAN FRANCISCO", and a "BUY TICKETS" button. Below the navigation bar, there are two tabs: "Tour Duration: 2 Hours, 10 Minutes" and "Frequency: Every 10 Minutes". The main content area shows a vertical list of stops on the left, numbered 7 through 10. The stop at Alamo Square (No. 8) is highlighted with a red box. The details for each stop are as follows:

Stop Number	Stop Name	Address	Departure Time	Arrival Time
7	Civic Center	350 McCallister Street (White Zone outside Earl Warren Building)	10:40	17:40
8	Alamo Square	944 Fell Street (next to Mosaic wall near corner with Pierce St)	10:50	17:50
9	Haight Ashbury	1816 Haight Street (opposite Cha Cha Cha restaurant)	11:00	18:00
10	Golden Gate Park (Monday - Saturday only)		11:07	18:07

**Supplemental Information,
Appendix 3:
Site Plans & Tax Bills**

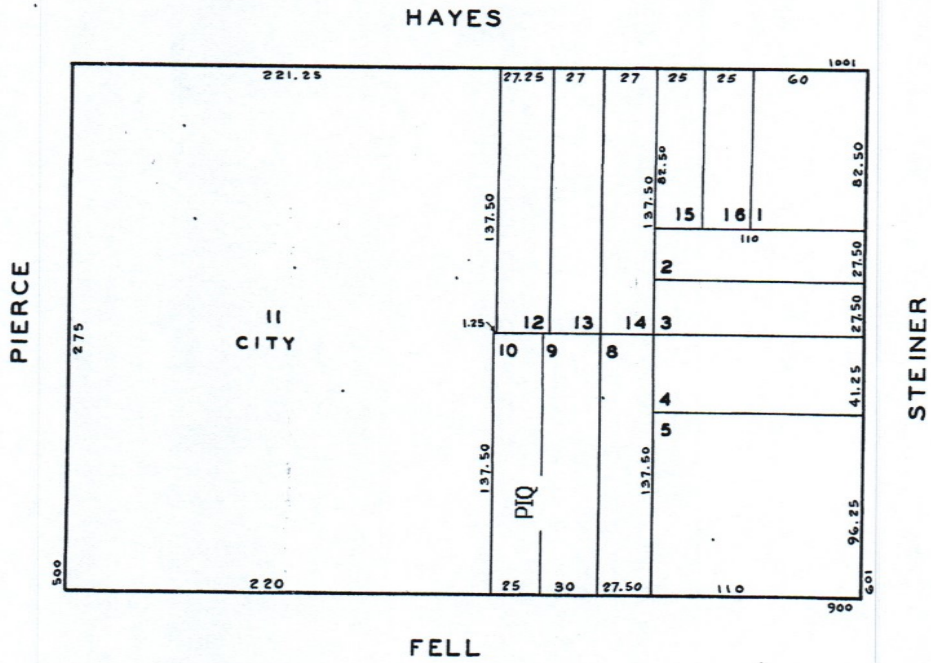
© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

LOTS MERGED
LOTS INTO LOT
6 & 7 " 5 '1918'

823
W.A. BLK. 379



THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO STREET AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.



LOTS MERGED
LOTS INTO LOT
6 & 7 " 5 '1918'
Lot 10 into lots 17 & 18 for 2015 roll

REVISED 2015

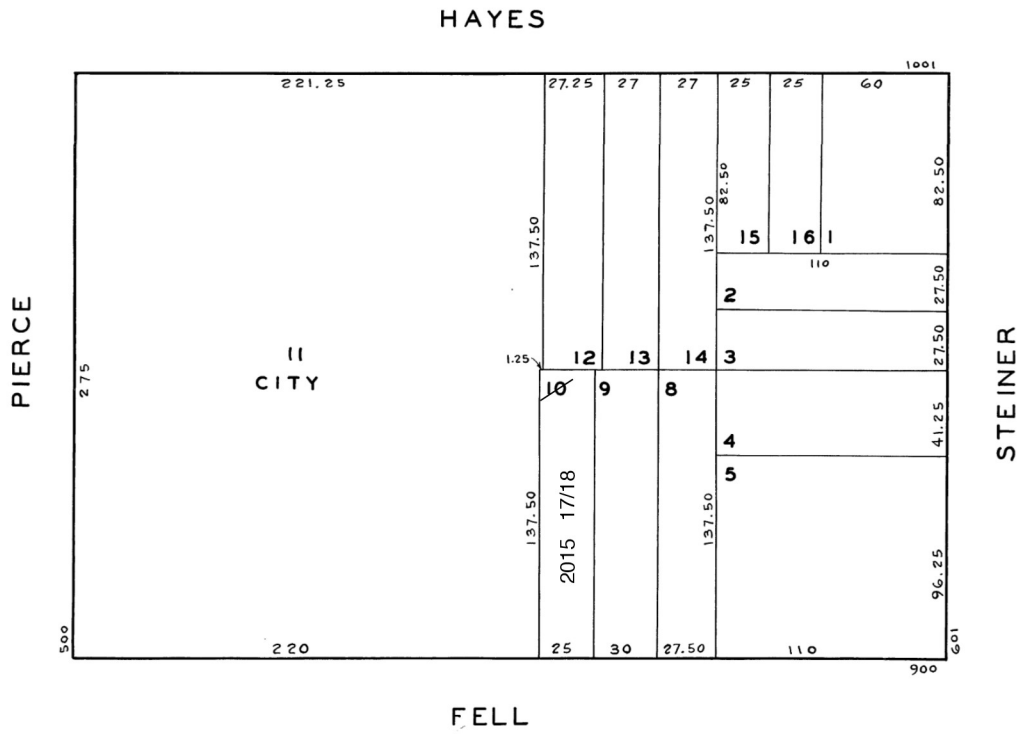
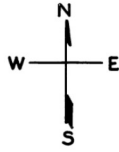


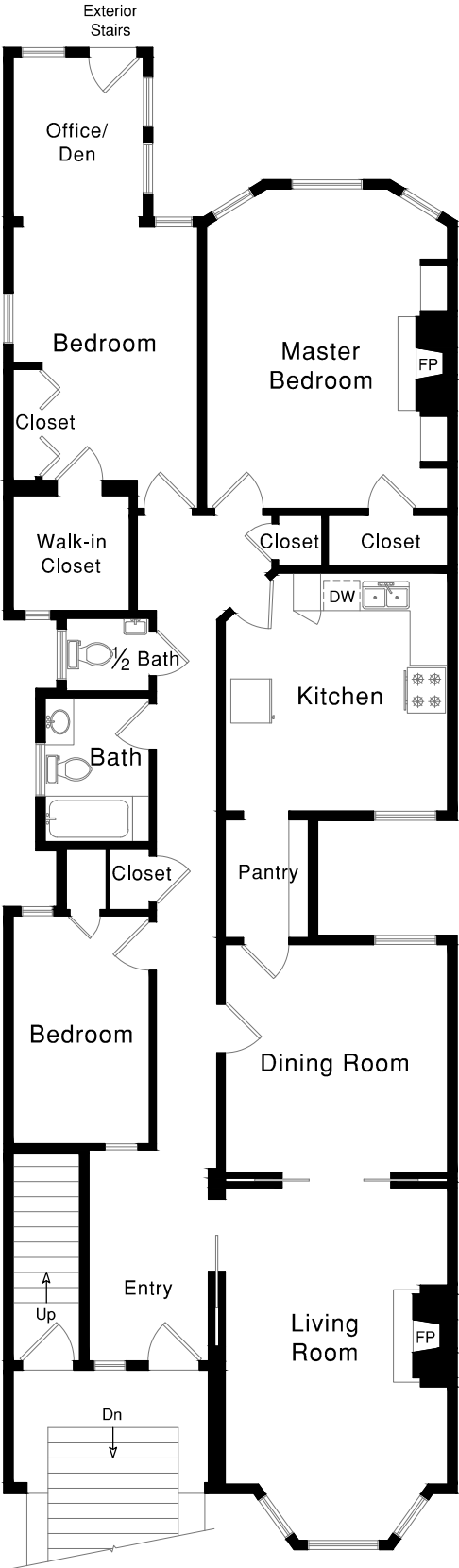
EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): Lot 10, Block 823

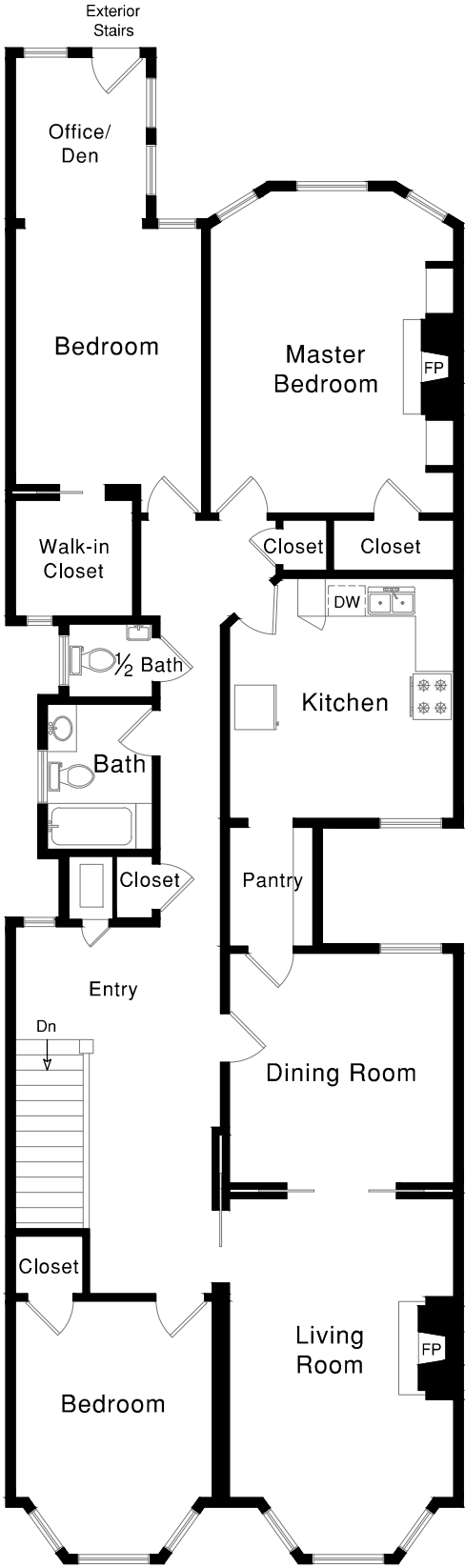
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL of the property shown on that certain map entitled "Parcel Map of 942 - 944 Fell Street A Residential Condominium Project", filed February 25, 1998, in [Book 55 of Condominium Maps, at Pages 175 to 177](#) inclusive, in the office of the Recorder of the City and County of San Francisco, State of California.

942-944 Fell Street



942



944

GENERAL NOTES

1. THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE CALIFORNIA CONDOMINIUM ACT, TITLE 6, PART 4, DIVISION SECOND OF THE CIVIL CODE.
2. "UNIT" MEANS A NUMBERED PARCEL SO DESIGNATED. THE BOUNDARIES OF EACH UNIT ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS, DOORS, AND OUTLETS LOCATED WITHIN THE UNIT, AND ARE PART OF THE UNIT AND AIR SPACE SO ENCOMPASSED. (PER SECTION 1551 (C) CALIFORNIA CIVIL CODE).
3. "COMMON AREA" MEANS ALL LANDS AND IMPROVEMENTS NOT LOCATED WITHIN ANY UNIT.
4. THE OWNER OF EACH UNIT SHALL OWN AN UNDIVIDED INTEREST IN THE COMMON AREA AS SHOWN IN SHEET 3 OF 3 TABLE.
5. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
6. ALL WALLS ARE 0.50" THICK UNLESS OTHERWISE NOTED.
7. BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED ON CITY DATUM AND WERE OBTAINED FROM A CITY BENCHMARK LOCATED AT THE INTERSECTIONS OF FELL AND SCOTT STREETS, LETTER "O" IN OPEN TOP HPFS HYDRANT ELEVATION = 179.322
8. MONUMENT MAP REFERENCE: MONUMENT MAP NO. 27 ON FILE IN THE CITY ENGINEER'S OFFICE, SAN FRANCISCO, CALIFORNIA.
9. THE SERIALLY NUMBERED PARCELS SHOWN ON SHEET 3 (P-1 AND P-2) ARE PARKING AREAS. EASEMENTS FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS APPURTENANCES TO THE CORRESPONDING NUMBERED UNIT.
10. THE SERIALLY NUMBERED PARCELS SHOWN ON SHEET 3 (S-1 AND S-2) ARE STORAGE AREAS. EASEMENTS FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS APPURTENANCES TO THE CORRESPONDING NUMBERED UNIT.
11. THE CITY OF SAN FRANCISCO HAS NOT INSPECTED OR EXAMINED THE PARKING PARCELS SHOWN ON THIS MONUMENT MAP. THE CITY DOES NOT WARRANT THAT SUCH PARKING PARCELS MEET MINIMUM PLANNING CODE REQUIREMENTS FOR DIMENSION, LOCATION, ARRANGEMENT, CIRCULATION OR ACCESSIBILITY.
12. BASIS OF SURVEY: DEED RECORDED AT REEL E230 IMAGE 856, RECORDERS OFFICE CITY AND COUNTY OF SAN FRANCISCO.
13. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
14. MEASURED DISTANCES TO MONUMENT LINE ARE BASED ON POSSESSION.
15. THE REAL PROPERTY DEPICTED HEREIN IS ALSO A PORTION OF "MAP OF THE LANDS OF THE ALMO SQUARE HOMESTEAD ASSOCIATION", RECORDED AT 2A AND B OF MAPS PAGE 53.

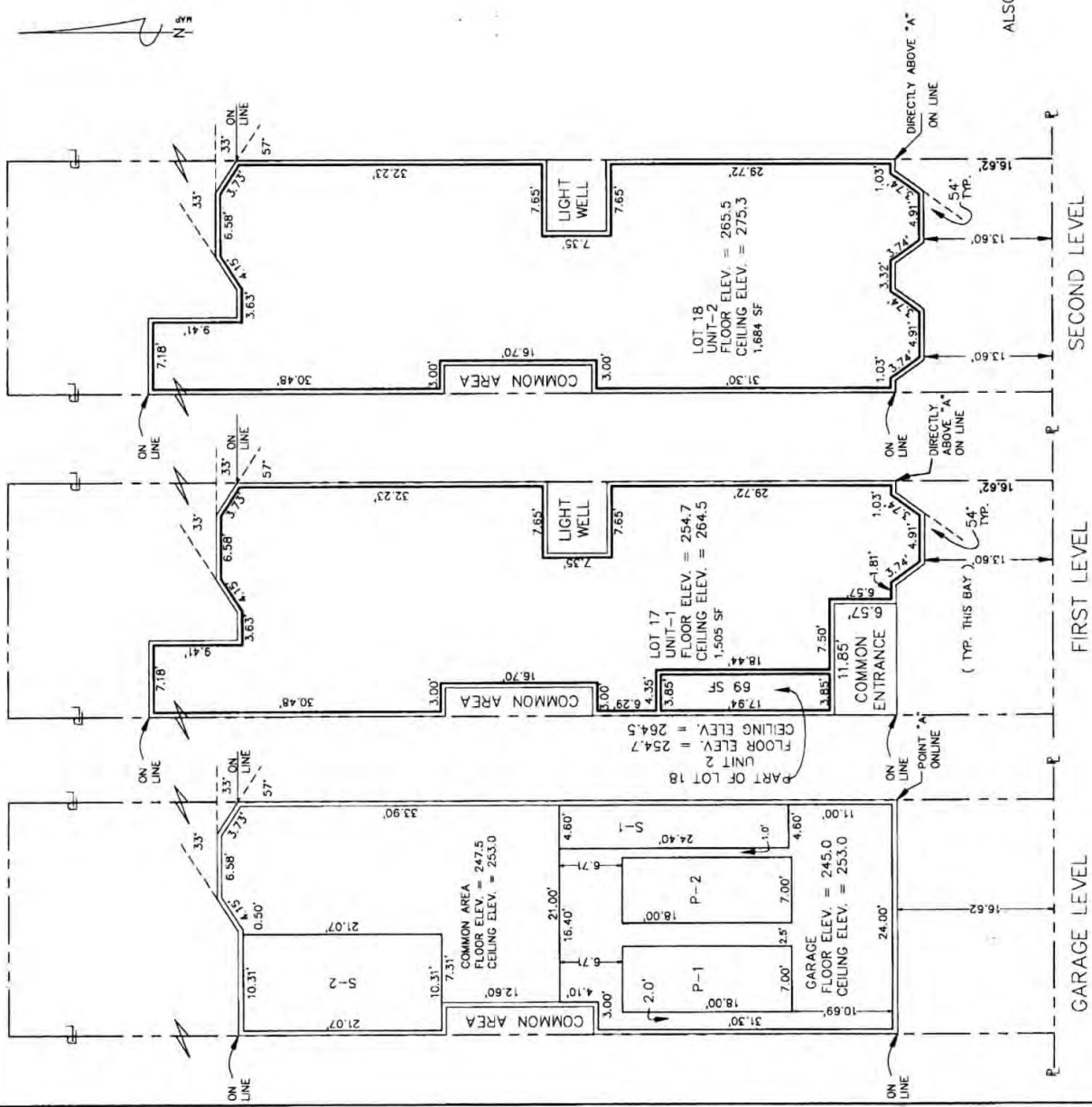
UNIT No.	LOT No.	K	SQ. FT.
1	17	46	1505
2	18	54	1753

**PARCEL MAP OF
942 - 944 FELL STREET
A RESIDENTIAL CONDOMINIUM PROJECT**

BEING A SUBDIVISION OF LANDS DESCRIBED IN GRANT DEED E230 O.R. 856
ALSO BEING A SUBDIVISION OF LOT 10 BEING A PORTION OF ASSESSOR'S BLOCK No. 823
ALSO BEING A PORTION OF WESTERN ADDITION BLOCK NO. 379

SAN FRANCISCO CALIFORNIA
SCALE: 1" = 8'
DATE: JUNE, 1997

LARRY R. ANDERSON, L.S.
1550 BLANK ROAD
SEASIDE, CALIF. 94722



FELL STREET

SECOND LEVEL

FIRST LEVEL

GARAGE LEVEL

PARCEL A:

Condominium Unit 2, Lot No. 18, as shown upon the Condominium Map and diagrammatic floor plan entitled "Parcel Map of 942-944 Fell Street, a Residential Condominium Project" which was filed for record on February 25, 1998 in Condominium Map Book 55, at Pages 175-177, inclusive, in the Office of the Recorder of the City and County of San Francisco, State of California (referred to herein as "the Map"), and as further defined in the Declaration of Covenants, Conditions and Restrictions of 942-944 Fell Street and Condominium Plan recorded on June 25, 2014, Instrument/File No. 2014-J901046-00 of Official Records of the City and County of San Francisco, State of California (referred to herein as "the Declaration").

Excepting and Reserving therefrom, any portion of the common area lying within said Unit.

Also excepting and reserving therefrom:

- (a) Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the common area and all other units.
- (b) Easements, appurtenant to the common area for encroachment upon the air space of the Unit by those portions of the common area located within the Unit.

PARCEL B:

An undivided 54% interest in and to the Common Area as shown on the Map and defined in the Declaration, excepting and reserving therefrom the following:

- (a) Exclusive easements, other than those shown in Parcel "C" herein, as shown on the Map and excepting by Grantor to units for use as defined in the Declaration and
- (b) Non-exclusive easements appurtenant to all units for ingress and egress, support, repair and maintenance.

PARCEL C:

The following easements appurtenant to Parcel A above as set forth and defined in the Declaration:

- (a) The exclusive easement to use the Parking area(s) designated as P-2 on the Map.
- (b) The exclusive easement to use the Storage area(s) designated as S-2 on the Map.

PARCEL D:

A non-exclusive easement appurtenant to Parcel A above for support, repair and maintenance, and for ingress and egress through the Common Area in accordance with California Civil Code Section 1361(a).

PARCEL E:

Encroachment easements appurtenant to the Unit in accordance with the provisions of the Declaration.



City & County of San Francisco
 José Cisneros, Treasurer
 David Augustine, Tax Collector
 Property Tax Bill (Secured)

1 Dr. Carlton B. Goodlett Place
 City Hall, Room 140
 San Francisco, CA 94102
 www.sftreasurer.org

For Fiscal Year July 1, 2021 through June 30, 2022

Vol 06	Block 0823	Lot 018	Bill No 20210302376	Mail Date October 15, 2021	Property Location 944 FELL ST
-----------	---------------	------------	------------------------	-------------------------------	----------------------------------

Assessed on January 1, 2021 at 12:01am
 To: NAME WITHHELD PER CA AB 2238

**ADDRESS INFORMATION
 NOT AVAILABLE ONLINE**

Important Messages

▶ TOTAL DUE		\$15,549.84
1st Installment	2nd Installment	
\$7,774.92	\$7,774.92	
Due 12/10/2021	Due 04/11/2022	

Assessed Value	
Description	Full Value
Land	\$627,330
Structure	\$627,330
Fixtures	
Personal Property	
Gross Taxable Value	\$1,254,660
Less HO Exemption	\$0
Less Other Exemption	\$0
Net Taxable Value	\$1,254,660
Tax Amount	\$14,836.10

Direct Charges and Special Assessments		
Type	Telephone	Amount Due
46 - San Francisco Bay Restoration Authority	(888) 508-8157	\$12.00
89 - SFUSD Facilities District	(415) 355-2203	\$39.72
91 - SFCCD Parcel Tax	(415) 487-2400	\$99.00
98 - SFUSD - Teacher Support	(415) 355-2203	\$275.02
101 - School Parcel Tax of 2020	(415) 355-2203	\$288.00
Total Direct Charges and Special Assessments		\$713.74

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco
 Property Tax Bill (Secured)
 For Fiscal Year July 1, 2021 through June 30, 2022

Pay online at www.sftreasurer.org

Vol 06	Block 0823	Lot 018	Bill No 20210302376	Property Location 944 FELL ST
-----------	---------------	------------	------------------------	----------------------------------

Check if contribution to Arts Fund is enclosed.
 For other donation opportunities go to www.Give2SF.org

Write your block and lot on your check.
 2nd Installment cannot be accepted unless 1st is paid.

San Francisco Tax Collector
 Secured Property Tax
 P.O. Box 7426
 San Francisco, CA 94120-7426

2nd Installment Due		
Pay by	April 11, 2022	\$7,774.92
If paid after includes 10% applicable fees	April 11, 2022 penalty and	\$8,597.41

0608230001800 20210302376 000000000 000000000 0000 2003



City & County of San Francisco
 Property Tax Bill (Secured)
 For Fiscal Year July 1, 2021 through June 30, 2022

Pay online at www.sftreasurer.org

Vol 06	Block 0823	Lot 018	Bill No 20210302376	Property Location 944 FELL ST
-----------	---------------	------------	------------------------	----------------------------------

Check if contribution to Arts Fund is enclosed.
 For other donation opportunities go to www.Give2SF.org

Write your block and lot on your check.
 If property has been sold, please forward bill to new owner.

San Francisco Tax Collector
 Secured Property Tax
 P.O. Box 7426
 San Francisco, CA 94120-7426

1st Installment Due		
Pay by	December 10, 2021	\$7,774.92
If paid after includes 10% penalty	December 10, 2021	\$8,552.41
Paid 12/08/2021		



City & County of San Francisco
 José Cisneros, Treasurer
 David Augustine, Tax Collector
 Property Tax Bill (Secured)

1 Dr. Carlton B. Goodlett Place
 City Hall, Room 140
 San Francisco, CA 94102
 www.sftreasurer.org

For Fiscal Year July 1, 2021 through June 30, 2022

Vol 06	Block 0823	Lot 017	Bill No 20210302375	Mail Date October 15, 2021	Property Location 942 FELL ST
-----------	---------------	------------	------------------------	-------------------------------	----------------------------------

Assessed on January 1, 2021 at 12:01am
 To: NAME WITHHELD PER CA AB 2238

**ADDRESS INFORMATION
 NOT AVAILABLE ONLINE**

Important Messages

▶ TOTAL DUE		\$13,449.14
1st Installment	2nd Installment	
\$6,724.57	\$6,724.57	
Due 12/10/2021	Due 04/11/2022	

Assessed Value	
Description	Full Value
Land	\$538,503
Structure	\$538,503
Fixtures	
Personal Property	
Gross Taxable Value	\$1,077,006
Less HO Exemption	\$0
Less Other Exemption	\$0
Net Taxable Value	\$1,077,006
Tax Amount	\$12,735.40

Direct Charges and Special Assessments		
Type	Telephone	Amount Due
46 - San Francisco Bay Restoration Authority	(888) 508-8157	\$12.00
89 - SFUSD Facilities District	(415) 355-2203	\$39.72
91 - SFCCD Parcel Tax	(415) 487-2400	\$99.00
98 - SFUSD - Teacher Support	(415) 355-2203	\$275.02
101 - School Parcel Tax of 2020	(415) 355-2203	\$288.00
Total Direct Charges and Special Assessments		\$713.74

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco
 Property Tax Bill (Secured)
 For Fiscal Year July 1, 2021 through June 30, 2022

Pay online at www.sftreasurer.org

Vol 06	Block 0823	Lot 017	Bill No 20210302375	Property Location 942 FELL ST
-----------	---------------	------------	------------------------	----------------------------------

Check if contribution to Arts Fund is enclosed.
 For other donation opportunities go to www.Give2SF.org

Write your block and lot on your check.
 2nd Installment cannot be accepted unless 1st is paid.

San Francisco Tax Collector
 Secured Property Tax
 P.O. Box 7426
 San Francisco, CA 94120-7426

2nd Installment Due		
Pay by	April 11, 2022	\$6,724.57
If paid after includes 10% applicable fees	April 11, 2022 penalty and	\$7,442.02

0608230001700 20210302375 000000000 000000000 0000 2003



City & County of San Francisco
 Property Tax Bill (Secured)
 For Fiscal Year July 1, 2021 through June 30, 2022

Pay online at www.sftreasurer.org

Vol 06	Block 0823	Lot 017	Bill No 20210302375	Property Location 942 FELL ST
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Check if contribution to Arts Fund is enclosed.
 For other donation opportunities go to www.Give2SF.org

Write your block and lot on your check.
 If property has been sold, please forward bill to new owner.

San Francisco Tax Collector
 Secured Property Tax
 P.O. Box 7426
 San Francisco, CA 94120-7426

1st Installment Due		
Pay by	December 10, 2021	\$6,724.57
If paid after includes 10% penalty	December 10, 2021	\$7,397.02
Paid 12/08/2021		

Appendix 4: 10-year Plans (pg.15)

Rehabilitation Schedule (next 10 years)

Scope	Year	Cost - Contractor
1. Repaint/Restore West Wall	2022	57,175 - Modamas
2. Repair Water Damage to East Wall	2022	28,505 - Faragon
3. Clean/Repair Stairs	early 2023	5,100 - Modamas
4. Roof Replacement	2023	33,355 - Sure Roofing
5. Repaint/Restore Facade	early 2025	63,850 - Modamas
6. Repair Water Damage to South Wall	2025	(included with Faragon above)
7. Repaint/Restore East Wall	early 2027	53,125 - Modamas
8. Foundation Dryrot & Beetle Repair	2027	10,675 - Cook & Associates
9. Repaint/Restore Back Wall	early 2029	28,900 - Modamas
10. Repair Water Damage to Back & East Walls	2029	(included with Faragon above)
11. Replace Garage Door	2030	4,935 - Garage Masters
12. Replace/Repair Window	2031	4,432 - Gilberto Arrellano
13. Repaint/Restore Backyard Stairs	early 2032	1,700 - Modamas

Maintenance Schedule

Exterior inspection - annually

Repaint & Repair Exterior - every 8-10 years, or as needed

Foundation inspection - annually

Roofing inspection - every 3-5 years

Stair Cleaning - every 2-3 years, or as needed

Window & Door inspection - annually

Supplemental Information, Appendix 5: Work Estimates & Photos for Rehabilitation Plan

(Note: I have done my best to accurately represent the condition of the property. Pictures were taken from 2014 and 2019 and conditions may have changed over time.)



Fine Painting
3410 Geary Blvd. #232
San Francisco, CA 94118
office@modamas.com
Calif. Lic. #629936

Julie Chin
944 Fell Street
San Francisco, CA 94118
(650) 996-8033
chinrents@gmail.com

Exterior Painting Proposal - 944 Fell St

I. SCOPE OF WORK

The following areas are specifically WITHIN the scope of work:

We propose to prepare and paint specified exterior surfaces of the building as detailed below:

- **Front (south) side:** All siding, bricks, trim, windows, doors, brackets, soffit, entryway, metal security doors, garage door, posts, and railing.
- **Right (east) side:** All siding, trim, windows, and paintable pipes.
- **Left (west) side:** All siding, trim, windows, and any paintable pipes.
- **Rear (north) side:** All siding, trim, windows, and doors.
- **Roof area:** Prep and paint metal, chimney, and pipes.

Options:

- **Rear (north) side:** all wood stair system.
- **Front (south) side:** stairs & retaining wall. Please note this only includes prep and painting, we will seal any visible cracks and repair any dents or missing, battered areas, if we find a much larger problem we will let you know.

The following areas are specifically NOT within the proposed scope of work:

Gold leaf, any previously unpainted surfaces, any vinyl surfaces, any interior areas (this also excludes the interior surfaces of all doors and windows), or any areas not seen or specifically discussed in the WITHIN SCOPE section directly above.

- **Carpentry & Masonry** is also not included within the scope of work for this proposal. We shall notify you of any major dry rot, cracked/broken windows, rusty flashings, or any other repairs we suggest be addressed prior to application of the finish coat. We will identify any such issues while working on those areas and discuss your available options with you. Any new carpentry or masonry work may require a change order to reflect additional prep work in order to make the new areas paint-ready. Client approved work outside of scope and requested from a Modamas crew is billed at the rate of **\$95.00/hr.**

Site/Staging Logistics

- **Staging:** All work will be performed from a scaffold, the cost of which is included in this bid.
- **Assumptions:** We will need for you to secure written/emailed permission from the owners of the right and left sides, from which we will have to stage work. We will also need to file for a minor encroachment permit with the city of San Francisco to stage scaffolding on the west side of the building.
 - **NOTE: In order to do the lower part of the west wall, the wooden fence between your property and the school would need to be removed. If this is your fence, we can arrange to do this work on a time and materials basis. If this is the school's fence, they would need to take it down.**

II. PRICE

Front (south) side:

Proposed Project I - As agreed upon in scope.

Modamas - Labor & Materials:	\$ 21,675
Scaffolding*:	\$ 1,500
Lavatory Rental:	\$ 200
<u>SF Street Permit**:</u>	<u>\$ 475</u>
Total:	\$ 23,850

Right (east) side:

Proposed Project II - As agreed upon in scope.

Modamas - Labor & Materials:	\$ 22,950
Scaffolding*:	\$ 3,000
Lavatory Rental:	\$ 200
<u>SF Street Permit**:</u>	<u>\$ 475</u>
Total:	\$ 26,625

Julie Chin
944 Fell Street

Left (west) side:

Proposed Project III - As agreed upon in scope

Modamas - Labor & Materials:	\$ 25,500
Scaffolding*:	\$ 3,000
Lavatory Rental:	\$ 200
<u>SF Street Permit**:</u>	<u>\$ 475</u>
Total:	\$ 29,175

PLEASE NOTE: This does NOT include the cost of an encroachment permit, to stage scaffolding on the steps of the adjacent school.

Rear (north) and roof area:

Proposed Project IV - As agreed upon in scope.

Modamas - Labor & Materials:	\$ 17,425
Scaffolding*:	\$ 1,500
Lavatory Rental:	\$ 200
<u>SF Street Permit**:</u>	<u>\$ 475</u>
Total:	\$ 19,600

Option 1

Rear (north) side:

Proposed Project - As agreed upon in scope.

Modamas - Labor & Materials:	\$ 1,700
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Option 2

Front (south) side:

Proposed Project - As agreed upon in scope.

Modamas - Labor & Materials:	\$ 5,100
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**This scaffold structure will be rented for 30 days, rain or shine. In the event, this project should extend beyond this forty-five (45) day time frame, for any reason including rain and or needed repairs, continued rental of this structure will be available at a prorated cost.*

***Represents an estimated calculation of the City of San Francisco's permit fee. This reflects the cost of a permit for 30 days. In the event this project should extend beyond this 30-day time frame, for any reason including rain and or needed repairs, an additional permit will be necessary and Modamas will pay the finalized permit fee upfront and will detail such expenditure in the client's payment schedule.*

Julie Chin
944 Fell Street

Payment Terms:

- To secure a spot on our calendar, an initial \$1,000 deposit is required along with the signed contract.
- In addition, the following progress payments will be required:
 - 25% due - on the first day of the job/the commencement of project work
 - 50% due - on reaching 50% (based on hours worked) of job completion
 - 75% due - on reaching 75% (based on hours worked) of job completion
 - 95 +% due - on reaching 95% (based on hours worked) of job completion
- At time of final walkthrough, the balance due shall not exceed the lesser amount of \$1,000 or 5% of the total cost of the project.
- By signing below, the client accepts the terms & conditions of this proposal & has received a copy of the State Contractors License, the EPA Certification, The Liability Insurance, The Renovate Right Handbook & a Painting Contractor Checklist.

Submitted by: Miguel Castellanos
Modamas Inc. Fine Painting

On: April 29, 2022

Accepted by: _____
Julie Chin

On: _____

****This estimate and the prices quoted within will be valid for 90 days.*

III. SURFACE PREPARATION - Exterior

We prepare the surface to ensure a long-lasting paint job. The most important steps to assure longevity are: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats.

- **Plants:** We would ask that you have all plants touching any painted surfaces of the building be pruned back prior to any scaffold going up or any prep for painting work begins.
- **Identifying Problem Areas:** We will do a full inspection on the first day of the project, poking around all surfaces from the scaffold to find any issues. This will include cracked glass panes, rusted-out flashing, wood rot, and any missing trim pieces or other concerns. We will number & photograph each problem area we identify and then meet with you to discuss repair or carpentry options. We will submit a Change Order to address any issues outside of the scope of contracted work.
- **Protection & Containment:** The netting on the scaffold will help with both protection and containment. In addition, we will lay drop cloths under any areas we are working. These areas will be cleaned up daily.
- **Lead containment:** For your protection, lead regulations require that while doing prep work, we seal (tape) windows from the inside. We understand that this can be an inconvenience. However, sealing your windows protects the interior from potential lead dust, which can be potentially harmful. Our goal here is to keep all chips & dust on the exterior of the building.
- **Surface Prep:** We will remove all loose or peeling paint using carbide tip scrapers or sanders. Old paint edges may still be visible depending on how many coats the building has had over the years, but we feather these out to knock down hard edges.
- **Priming on rusted metal:** Metalwork, rusted nail heads, flashings or other rusted surfaces will receive a coat of rust converter and "Red Oxide Primer." These products convert the rust to a stable substrate, rather than merely cover it up. We have found this method to be an enormous improvement over traditional rust inhibitors. Please note that some old nail heads that are rusting deep in the wood may return over time. If we can pull out these old rusty nails & replace them with galvanized screws, we will.
- **Caulking & Filling:** We will caulk gaps or openings in the wood as needed to avoid water intrusion using Big Stretch® (or equivalent). Any large vertical seams or gaps above window/door casings will first be filled with compressible foam rope and will then be caulked.
- **Glazing:** We will remove all failed window glazing. These areas will get new glazing points as needed, be pre-primed with oil-based primer, reglazed with window putty & reprimed with oil to prepare for finish coats. Please note that window glazing putty does not fully cure for months, so try to avoid applying any pressure to these surfaces.
- **Wood Patching/ Filling:** For smaller holes & imperfections, we use Ready Patch Filler or its equivalent. On any holes created by dry rot or other factors (3-inch diameter or less), we will apply Clear Penetrating Epoxy Sealer (CPES) that fuses with the old wood & hardens it. Then, we apply Abatron Wood Epoxy or equivalent. This is a 2 part epoxy mix that fills in the old rotten spots and can be sanded into shape. This is a great process that stabilizes old surfaces and which we have found to be particularly long-lasting. All patching will be primed prior to apply the finish coat. If we find any larger areas with wood rot that require carpentry work, we will notify the client or construction team right away.
- **Priming:** We will spot prime any exposed areas, caulking and patching with a high-bonding, premium quality acrylic primer to stabilize the surface as we prepare the substrate for finish coats. Zinsser 1-2-3, Fresh Start, and Stix are all excellent primers for these surfaces.
- **Loose wires:** Any previously cut or unconnected wiring will be removed. All other wirings will be bundled, zip-tied, attached to the building, and painted in order to disappear.

- **Old Scaffold Hooks:** We will pull any old scaffold hooks and fill holes with Ready Patch.
- **Washing:** We will carefully wash and scrub away built-up grime, chalking, spiderwebs and mildew. While we try to avoid spraying directly at window sills, it is recommended you place towels on the interior window sills and pull back any curtains or blinds to avoid damage from potential moisture seepage.
- **Masking:** Once the building has been prepped and cleaned, we may mask off glass windows or any other areas not to be painted with plastic or paper & delicate painter's tape as needed.
- **Double-check Prep:** After the scraping, sanding, caulking, and spot priming, we will go back to double-check for any additional prep work needed. Typically this will be some additional caulking.

In addition, there is an aesthetic consideration as to how the finished product will look. To facilitate a shared expectation as to the look of the finished job, we classify our preparation in the following categories:

Level 1: Remove all loose, peeling, and blistering paint. No additional aesthetic work is done. Ridges from the old paint will remain visible.

Level 2: As above, plus where paint was scraped, feather-in the edge by hand sanding. Ridges from the old paint will be less visible. All portions of this project have been estimated as Level 2.

Level 3: As above, plus feather-in with a power sander areas around the entryway and at eye level. Ridges from the old paint will be much less visible.

Level 4: As above, plus filling where the paint was scraped with spackle, Smith & Co. Restore- It®, marine epoxy, or like the product to rebuild surface profile. **NOTE:** Using fillers for this purpose may reduce the longevity of the paint job, as they sometimes fail sooner than primer and paint alone. Ridges from the old paint should show only slightly.

Level 5: Remove 90% of paint down to bare wood using heat guns, or chemical solvents. The surface may show wear from aging or premature deterioration.

IV. EPA CERTIFIED LEAD COMPLIANCE

Our teams have been certified by the EPA and comply with EPA RRP Final Rule (40 CFR 745) that went into effect on April 22, 2010, regarding lead-safe practices in construction. We will prevent any lead-contaminated paint chips or dust from either entering the building or escaping the project and dispose of the same in a proper manner upon completion of the project. In addition, Modamas also commits to:

- Notifying and display appropriate signage.
- Ensure that scaffolding will have netting and we will provide additional containment as necessary.
- Seal windows during paint disturbing procedures.
 - *Please note --- It is critical that occupants CLOSE & LOCK windows during the entirety of the job until which time we ask that they be unlocked so we can make sure they are not painted shut & are in good working order.*
- Use EPA-certified HEPA vacuums.
- Keep work areas restricted to Modamas employees.
- Perform daily and post job cleanup.

Julie Chin
944 Fell Street

V. FINISH COATS - After the primer has cured, and the substrate has been carefully inspected, we will apply two (2) finish coats.

- **Color Scheme:** This quote is for an overall color scheme, in all areas, of five (5) colors. Please also keep in mind:
 - *Color changes subsequent to the approval of a color scheme, or additional color consultation services will be handled on a time-plus-materials (“T&M”) basis, **billed at the rate of \$80 per hour**. This includes the time required to purchase and apply the samples, and any time spent color consulting. Such expenses will be discussed with the client and added to the payment schedule. _____(Initial)*
 - *Some colors such as reds, yellows and some bright whites may need more coats to cover properly. You will be notified if any of your colors fall into this category, and if you wish to continue, any additional coats above two (2) will be an extra charge.*
 - *Additional colors and/or more complex placement may affect the pricing (adding additional accent colors, bands or elements).*
- **Body and Trim:** We budget for proven reliable and durable paints. Our Preferred brands include Benjamin Moore Ben or Regal Select & Sherwin Williams Resilience. Use of other products such as Fine Paints of Europe, C2, Aura, Emerald, Duration etc. may incur an additional cost and will require additional client approval. Metal work will be either an Oil-based Alkyd or a Direct To Metal (DTM) Acrylic paint.

VI. CLEAN UP

- All regulations of the San Francisco building code pertaining to the disturbance of lead paint will be adhered to.
- All debris, materials, and equipment shall be picked up daily and stored at a designated location. In all cases, Modamas is responsible for cleaning all dirt, paint, or other contaminants from surfaces affected by our work. *Please Note ---- Modamas is not responsible for the cleaning or removal of any previously existing paint chips, debris or other contaminants that have been caused by a third party or are a result of a non-Modamas project.*
- Debris from our work will be bagged and removed on a regular basis.
- We will remove all new scaffold hooks and patch/touch up the day before the scaffold comes down. We may drop the netting as well for safety reasons.
- Final clean up shall include the removal of all paint chips and the hauling of all debris.

VII. MISCELLANEOUS

- All alterations from the contracted work will be executed in writing through a Change Order or Tracked on a T&M Basis.
- We are proud of our work. If hired, Modamas is authorized to affix at least one (1) company sign on the scaffold while work is being completed.
- After the completion of the project, if the paint is damaged by non-Modamas personnel, we may be able to provide touch-up work on a T&M basis, as needed.
- A portable lavatory will be delivered, placed on the sidewalk, locked when not in use, and cleaned regularly.
- We ask the owner to kindly provide a small storage area for the crew and our equipment - preferably, either inside a garage or in the backyard. In addition, we require keys to any access doors, access to water, electricity, and a drain or sink.

VIII. READY TO MOVE FORWARD WITH MODAMAS PAINTING?

Julie Chin
944 Fell Street

Nothing would make us happier! You can print a copy of this estimate and send in a signed copy along with the \$1,000 deposit check, or also give the executed contract and payment to your Modamas contact. Receipt of both the contract and first payment will secure your position on the work calendar. Upon receipt of your signed agreement and accompanying deposit payment, the Modamas team will provide the client with a confirmed project timeline - including a project commencement and completion date, as well as a payment schedule.

IX. A FINAL NOTE

As with most things in life, we believe you get what you pay for. Our continued success lies in consistently offering our clients the most value for their money - beautiful and durable finishes with personalized and professional service and support. This bid represents our best interpretation of your expectations. With this in mind, we hope you will choose Modamas Fine Painting, for it would be our pleasure to work with you.

INSURANCE

Julie Chin
944 Fell Street

At all times while undertaking the Contractual Duties, Modamas shall maintain, at its sole cost and expense, the insurance set forth in the Certificate of Liability Insurance (“COI”) from insurance companies with limits of liability not less than stated in such COI. Modamas shall provide appropriate documentation evidencing conformance to COI.

COMMERCIAL GENERAL LIABILITY INSURANCE

- Modamas Painting’s commercial general liability insurance is carried by ISU Centinel Agency. You may call the insurance company at 415-657-2000 to verify Modamas’ coverage.

WORKER’S COMPENSATION INSURANCE

- Modamas Painting carries worker’s compensation insurance for all of its employees.

DISCLOSURES

(As required by Contractors State License Board Business & Professions code for all painting jobs over \$500.00)

LICENSE INFORMATION

“STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS.)

MECHANICS’ LIEN WARNING

Anyone who helps improve your property, but is not paid, may record what is called a mechanic’s lien on your property. A mechanics lien is a claim, like a mortgage or a home equity loan, made against your property and filed with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic’s liens, and may sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice, or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a “20 Day Preliminary Notice”. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with joint checks. When your contractor tells you it is time to pay for the work of a subcontractor or a supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB’s website at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). Remember, if you do nothing you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.



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Julie Chin
944 Fell Street
San Francisco, CA 94118
(650) 996-8033
chinrents@gmail.com

Exterior Carpentry Proposal - 944 Fell St -
NON BINDING, ESTIMATED COSTS ONLY

I. SCOPE OF WORK

The following areas are specifically WITHIN the scope of work:

We propose to repair specified exterior surfaces of the building as detailed below:

Note: This is a rough estimate, once the wood siding pieces are removed, an estimate can be made, as we will be able to clearly see if the underlying structure is in good condition, or if it will be necessary to hire a general contractor specialized in this area. It is impossible to determine the extent of even the siding carpentry work necessary without scaffolding and a close inspection.

Modamas is a painting company trained to do superficial (siding, decorative elements) but not structural repairs.

II. ESTIMATED PRICE OF CARPENTRY BY SECTION

OPTION A

Front (south) side

Proposed Project I - As agreed upon in scope.

Modamas - Labor	\$ 28,500
<u>Materials:</u>	<u>\$ 11,500</u>
Total:	\$ 40,000

OPTION B

Right (east) side

Proposed Project II - As agreed upon in scope.

Modamas - Labor	\$ 19,000
<u>Materials:</u>	<u>\$ 7,500</u>
Total:	\$ 26,500

OPTION C

Left (west) side

Proposed Project III - As agreed upon in scope.

Does not include the minor encroachment permit necessary to stage scaffolding on the school steps.

Modamas - Labor	\$ 19,000
<u>Materials:</u>	<u>\$ 8,000</u>
Total:	\$ 27,000

OPTION D

Rear (north)

Proposed Project IV - As agreed upon in scope.

Modamas - Labor	\$ 7,600
<u>Materials:</u>	<u>\$ 1,700</u>
Total:	\$ 9,300

The following areas are specifically NOT within the proposed scope of work:

Rear stairs, front stairs & retaining wall, the wooden fence between the property and the school, the roof, any windows, replacing vinyl or metal surfaces, any interior surfaces, or any area not specifically seen or discussed, any masonry.

- **Structural Carpentry & Masonry** is also not included within the scope of work for this proposal. We shall notify you of any major dry rot, cracked/broken windows, rusty flashings, or any other repairs we suggest be addressed prior to application of the finish coat. We will identify any such issues while working on those areas and discuss your available options with you. Any new carpentry or masonry work may require a change order to reflect additional prep work in order to make the new areas paint-ready. The client approved work outside of scope and requested from a Modamas crew is billed at the rate of **\$95.00/hr.**

Site/Staging Logistics

- **Staging:** All work will be performed from a scaffold.
- **Assumptions:** We will need for you to secure written/emailed permission from the owners of the right and left sides, from which we will have to stage work. **We will also need to file for a minor encroachment permit with the city of San Francisco to stage scaffolding on the west side of the building.** Street space permits will also be required for each phase of the project, as well as a lavatory to place on the sidewalk.
 - **NOTE: In order to do the lower part of the west wall, the wooden fence between your property and the school would need to be removed. If this is your fence, we can arrange to do this work on a time and materials basis. If this is the school's fence, they would need to take it down.**
 - **This is an estimate, not a binding price. It does not include all of the necessary permitting. There will be additional costs associated with the project that will be added to the pay schedule and communicated to the client.**

III. EPA CERTIFIED LEAD COMPLIANCE

Our teams have been certified by the EPA and comply with EPA RRP Final Rule (40 CFR 745) that went into effect on April 22, 2010, regarding lead-safe practices in construction. We will prevent any lead-contaminated paint chips or dust from either entering the building or escaping the project and dispose of the same in a proper manner upon completion of the project. In addition, Modamas also commits to:

- Notifying tenants and displaying appropriate signage.
- Ensure that scaffolding will have netting and we will provide additional containment as necessary.
- Seal windows during paint disturbing procedures.
 - *Please note --- It is critical that occupants CLOSE & LOCK windows during the entirety of the job until which time we ask that they be unlocked so we can make sure they are not painted shut & are in good working order.*
- Use EPA-certified HEPA vacuums.
- Keep work areas restricted to Modamas employees.
- Perform daily and post job cleanup.

IV. CLEAN UP

- All regulations of the San Francisco building code pertaining to the disturbance of lead paint will be adhered to.
- All debris, materials, and equipment shall be picked up daily and stored at a designated location. In all cases, Modamas is responsible for cleaning all dirt, paint, or other contaminants from surfaces affected by our work. *Please Note ---- Modamas is not responsible for the cleaning or removal of any previously existing paint chips, debris or other contaminants that have been caused by a third party or are a result of a non-Modamas project.*
- Debris from our work will be bagged and removed on a regular basis.
- We will remove all new scaffold hooks and patch/touch up the day before the scaffold comes down. We may drop the netting as well for safety reasons.
- Final clean-up shall include the removal of all paint chips and the hauling of all debris.

V. MISCELLANEOUS

- All alterations from the contracted work will be executed in writing through a Change Order or Tracked on a T&M basis.
- We are proud of our work. If hired, Modamas is authorized to affix at least one (1) company sign on the scaffold while work is being completed.
- A portable lavatory will be delivered, placed on the sidewalk, locked when not in use, and cleaned regularly.
- We ask the owner to kindly provide a small storage area for the crew and our equipment - preferably, either inside a garage or in the backyard. In addition, we require keys to any access doors, access to water, electricity, and a drain or sink.

VI. A FINAL NOTE

As with most things in life, we believe you get what you pay for. Our continued success lies in consistently offering our clients the most value for their money - beautiful and durable finishes with personalized and professional service and support. This bid represents our best interpretation of your expectations. With this in mind, we hope you will choose Modamas Fine Painting, for it would be our pleasure to work with you.

INSURANCE

At all times while undertaking the Contractual Duties, Modamas shall maintain, at its sole cost and expense, the insurance set forth in the Certificate of Liability Insurance (“COI”) from insurance companies with limits of liability not less than stated in such COI. Modamas shall provide appropriate documentation evidencing conformance to COI.

COMMERCIAL GENERAL LIABILITY INSURANCE

- Modamas Painting’s commercial general liability insurance is carried by ISU Centinel Agency. You may call the insurance company at 415-657-2000 to verify Modamas’ coverage.

WORKER’S COMPENSATION INSURANCE

- Modamas Painting carries worker’s compensation insurance for all of its employees.

DISCLOSURES

(As required by Contractors State License Board Business & Professions code for all painting jobs over \$500.00)

LICENSE INFORMATION

“STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS.)

MECHANICS’ LIEN WARNING

Anyone who helps improve your property, but is not paid, may record what is called a mechanic’s lien on your property. A mechanics lien is a claim, like a mortgage or a home equity loan, made against your property and filed with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic’s liens, and may sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice, or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a “20 Day Preliminary Notice”. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with joint checks. When your contractor tells you it is time to pay for the work of a subcontractor or a supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB’s website at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). Remember, if you do nothing you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Sf House Painting/Moose Pro Painting
4220 18th St. San Francisco, CA 94114
408-827-585

*This is a proposal and contract for house painting between the owners of 942 Fell st,
and Sf House Painting*

Job: Exterior Painting, Restoration, and waterproofing.

We propose to provide all material, and labor necessary to complete the job as following, as well as clean up and dispose of all debris after we complete the project

Scope of work: Consists of painting/prep of the entire exterior.(Will walk around with client to confirm all areas which are being painted before project start)

-Preparation

Powerwash, clean off dirt with TSP , scrape loose paint, fill divots and holes, sand patched areas to make smooth, caulk and seal where necessary. Cover floors. Restore home to a smoother condition.

-Finish

Two coats of sherwin Williams paint. One coat of primer.

-Pricing:

-We hereby propose to furnish material, scaffold, and labor to complete the work at a total sum of : \$41,000

Backyard deck: \$1,400

If you pay in cash there's a 5% discount

-We will need 10% down the day of starting, 40% midway and 50% upon completion. Checks made payable to Sf House Painting or Clay Bolton.

-Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and hereby accepted. We are authorized to complete the work as specified. Payment will be made as outlined above.

Please contact us for any questions you have.

Additional Agreements.

1. We will assume full responsibility and liability for all workers on site for the duration of the project.
2. We will assume responsibility and liability for any accidents or damages that occur to the home for the duration of the project.
3. We will not place any responsibility or liability on the homeowner or anyone associated with said homeowner for the duration of the project.
4. We will guarantee the quality of work and materials for 10 years. (Restore peeling, bubbling, and loose paint)
5. This agreement shall be governed by and construed in accordance with the laws of the State of California without regarding conflict of laws and principles.

(Foreman/Owner)_____

Date:

I accept this
offer.

(Home Owner)_____

Date:



Date: 05/02/2022

Project address: 942/944 Fell Street San Francisco CA 94117

Faragon Restoration is pleased to provide the following bid proposal for abatement services to be performed at the above referenced property.

Please note that all estimates are valid for 30 days. After 30 days, reinspection of the property is required. Any change orders required will be presented to the homeowner/property manager in writing for approval.

SCOPE OF WORK

Unit 942 - Front room and affected bedroom

- Installation of containment in each designated work area as listed above as well as containing off the fireplace
- Installation of HEPA air filtration unit(s) in each work containment
- Establish negative pressure in each work containment
- Scraping and removal of loose, damaged or compromised wall materials in each affected area (Front room and affected bedroom)
- Application of lead encapsulate compound
- Haul away and proper disposal of potentially hazardous wall material
- HEPA vacuuming of work area
- Final cleaning of work area
- Lead and asbestos clearance testing
- Removal of HEPA air filtration units, upon receiving result from clearance testing
- Take down and removal of containment, upon receiving result from clearance testing

Unit 944 - Entry/foyer/stairway, front room, affected bedroom

- Installation of containment in each designated work area as listed above
- Installation of HEPA air filtration unit(s) in each work containment
- Establish negative pressure in each work containment
- Scraping and removal of loose, damaged or compromised wall materials in each affected area (Entry/foyer/stairway, front room, affected bedroom)
- Application of lead encapsulate compound
- Haul away and proper disposal of potentially hazardous wall material
- HEPA vacuuming of work area
- Final cleaning of work area
- Lead and asbestos clearance testing
- Removal of HEPA air filtration units, upon receiving result from clearance testing
- Take down and removal of containment, upon receiving result from clearance testing

Bid Proposal Total***:	\$ 28,504.94
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***** We have allotted \$1,200.00 for permits and city fees. Should fees exceed the allotted amount, a change order will be submitted for costs incurred.**

This Bid Proposal is inclusive of all labor, equipment, materials and administrative costs.

Faragon Restoration agrees to perform the following project practises:

- FR agrees to be respectful of tenants' living space (install protective coverings on flooring, contents and furniture as needed).
- FR shall maintain appropriate insurance including but not limited to [work comp - general - liability, auto] etc.
- FR agrees to maintain a clean and professional work site at all times.
- FR agrees to perform agreed scope of work in a professional and workmanlike manner.
- FR agrees to use company personnel that are uniformed and ID badges.
- FR agrees to use no temp labor or day laborers.

Please be advised that this estimate, and corresponding scope of work is created using the current industry standard pricing, and insurance approved rates. It does not include any hidden, latent or unknown conditions that may impact on the performance of our work, its duration and cost. Owner directed changes made at the discretion of the customer will also impact on the overall cost of the project and such cost will be added to the original scope of work, as an extra charge.

Any request for additional work directed by the owner/customer must be made in writing and authorized by the party to be billed in order to be valid. In the event that the initial work is authorized and paid for by insurance, any additional work performed outside of the work that is required, will be deemed as extra work and must be paid for out of pocket by the owner/customer requesting the work.

We appreciate the opportunity to provide this bid estimate and look forward to working with you on this project.



Billing & Office Administrator
Office: 415-648-6418
[1087 Revere Ave. San Francisco, CA](https://www.faragonrestoration.com)
[94124](https://www.faragonrestoration.com)
email: billing@faragonrestoration.com
website: [faragonrestoration.com](https://www.faragonrestoration.com)



ROOFING AGREEMENT

Date	April 28, 2022
Project Number	10444
Document Number	10477

Contractor	Sure Roofing & Waterproofing	
Owner	Julie Chin	
Mailing Address	942 Fell Street; San Francisco, CA 94117	
Job Address	942 Fell Street; San Francisco, CA 94117	
Email	ChinRents@Gmail.com	Secondary Email -
Primary Phone	650-996-8033	Secondary Phone -

IT IS MUTUALLY AGREED AS FOLLOWS:

- Includes all material and labor
- Includes all cleanup
- Owner will install smoke detectors if required by city ordinances
- Owner will pay for all permits

Scope of Work: Remove and re-construct main flat roof assembly

- **PREPARATION:** Remove and dispose of existing flat roof layers to expose bare wood deck. Remove and dispose of existing adjoining roof metals, including flashing, penetration boots, and edge trims. Inspect exposed areas for evidence of dry rot/ breakage, perform repairs where necessary at a rate of \$125 per man-hour, plus the cost of materials. Price includes removal of up to two existing layers. If any additional layers are found, a charge of \$1 per-square-foot-per-layer will be added to the total price of work. Mitigation of ponding water is not included in this proposal. Ponding water on a roof is a result of insufficient slope in the structural roof deck and not caused by improper flat roof membrane installation. If you have reason to suspect ponding water on your roof and wish to have it mitigated, we can provide a separate quote for such work. Please be advised that replacing a roof is a major construction, and despite our best efforts to maintain a clean work environment, some dust and debris may occur in the interior space.
- **ROOF TRIMS AND METALS:** Supply and install new, custom, roof metals, edge flashings, and drain outlets. Also supply and install new penetration flashings with compatible elements .
- **FLAT ROOF:** Supply and install new, two-stage, heat applied, modified bitumen roofing system. Installation to comply with manufacturer's specifications and warranty requirements.

Optional Work

_____ Initial here to install Sure Secure Premier hybrid roof system with custom stainless steel roof metals and Elastomeric Silicone 20-year warranty weathering layer.
Additional \$8,475.00

No additional work is described below this line.

\$24,880 + \$8,475 = \$33,355

Warranties

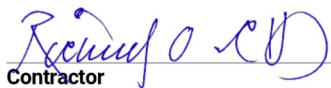
- 5 year workmanship warranty
- 12 year manufacturer warranty for Premium modified bitumen flat roof membrane system

Deposit	\$1,000.00
Upon Commencement	\$11,940.00
Upon Completion	\$11,940.00

TOTAL PRICE \$24,880.00

Now, therefore, the Owner hereby accepts the above proposal, and the Contractor agrees to perform the work comprehended thereunder, and by and between them as part and parcel of this Agreement the terms and conditions set forth in original writing as above are understood and agreed upon. ATTORNEY'S FEES: In the event that it is necessary for either party to retain an attorney or to bring suit to enforce this Agreement, the prevailing party shall be entitled to all attorney's fees and court costs reasonably required to enforce the agreement. NOTICE TO THE BUYER: Do not sign this Agreement before you read it or if it contains any blank space(s). You are entitled to a completely filled-in copy of this Agreement. The Owner acknowledges that he/she has read and received a legible copy of this Agreement signed by the Contractor, including all terms and conditions on the back, before any work was done, and that he has read and received a legible copy of every other document that the Owner has signed before the contract negotiation.

No verbal statement is binding upon the company unless written into the contract and approved by duly authorized officers.


Contractor
 Richard O. Choy
 License No. 591676

April 28, 2022
Date

Owner
 Julie Chin

Date

Terms and Conditions

Limitation of Liability. In recognition of the relative risks and benefits of the Work to both the Owner and Contractor, the risks have been allocated such that the parties have negotiated, to the fullest extent permitted by law, to limit the liability of Contractor for any and all claims, losses, costs, damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of Contractor shall not exceed the lesser of: (i) the cost to repair and/or replace any damage; or (ii) Contractor's total fee for services rendered on the Work. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity. The parties also agree that the Owner will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join Contractor as a third-party defendant. Limitations on liability, waivers and indemnities in the Contract are business understandings between the parties and shall apply to all legal theories of recovery or any cause of action, provided that these limitations on liability will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Contractor's gross negligence or willful misconduct.

Owner's Property. Owner agrees to remove or to protect all personal property and fixtures inside and out (including without limit, carpets, rugs, drapes, shrubs, plantings, Victorian, Elizabethan, Edwardian or other decorative molding/features, and personal property). Contractor shall not be held responsible for damage to or loss of said items. Owner is advised of the possibility of significant amounts of dust and debris being created during the performance of the Work and agrees that Contractor shall not, under any circumstances, be liable for any damage or soiling of said properties that occurs because of the presence of such dust and debris.

Internet, Cable, HVAC, and Other Rooftop Equipment. Contractor shall use reasonable care in performing the Work, but expressly denies responsibility for the damage and/or disconnection of TV/cable/internet antennae, cables, guy wires, and HVAC equipment. Owner shall be responsible for and agrees to move, raise, or lift all objects (including, but not limited to, conduits, signs, skylights, air conditioners, etc.) which must be raised, moved, or lifted in order to properly apply the roof. If the Owner fails to raise, move, or lift such objects, Contractor shall raise, move, or lift such objects but shall assume no responsibility for, and shall not be liable for, the operation of or damage to any such objects.

Termites, Dry Rot, and Structural Defects. Contractor shall not be obligated to perform any work to correct damage caused by termites, dry rot, or structural defects, or conditions such as standing water in the property unless expressly included in the written specifications herein. Any such work shall be an extra charge.

Force Majeure. In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: inclement weather, fires, earthquakes, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. The Contractor shall use reasonable efforts which are consistent with accepted practices in the construction industry to resume performance of the Work as soon as practicable under such circumstances.

Limited Warranty. This limited warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Contractor to Owner. Subject to the limitations set forth herein, Contractor warrants that it will complete all Work in a workmanlike manner according to standard practices of the industry for a period of 5 years from the date of substantial completion of Work, or else Contractor will provide labor and materials to put any condition subject to the Scope of Work in a workmanlike manner according to the terms of the Contract. This Warranty shall cover only workmanship, and shall not extend to damage of the roofing caused by fire, wind, lightning, hail, earthquakes, or distortion, warping, settlement defects in the roof deck upon which the roof is applied or rests, or injury caused to said roof other forces or parties by actions which are beyond the control of the Contractor. It is further understood that this Warranty shall not cover leaks through skylights, air conditioning or fan units, vents, chimneys, gutters, carpentry work, or other sheet metal installations, unless said materials or units have been installed or applied by Contractor. This Warranty applies only to the original Owner who contracts with Contractor.

THIS WARRANTY DOES NOT COVER AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND OWNER HOLDS CONTRACTOR HARMLESS FROM: (i) work performed by other contractors; (ii) Owner neglect; (iii) damage to real or personal property that has been requested to be removed before the Project Commencement Date; (iv) any injury or damage caused by mold to property or person; (v) failure or delay in performance or damage caused by acts of God (flood, fire, storm, gas exposure, etc.), acts of civil or military authority, or any cause outside of Contractor's control; and/or (vi) abuse, modifications not caused by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Contractor makes NO WARRANTY OF EXPRESS OR IMPLIED MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

During the term of the Warranty, Owner agrees to give notice promptly upon discovery of any defect or damage.

This Warranty is null and void if Owner does not tender the full Contract Price.

Notwithstanding that Contractor makes no Warranty with respect to materials or supplies used to perform the Work, any warranty issued by a manufacturer or seller of materials or supplies used to perform the Work are binding only between the Owner and the manufacturer/seller.

Nothing contained herein in this Limited Warranty Section shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract. Establishment of the time period of 5 years as described herein relate only to the specific obligation of Contractor to correct Work under certain circumstances, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work under certain circumstances.

Disclaimer. Owner agrees and acknowledges that after Contractor and its employees and subcontractors have left the Project site, Contractor has no control over what happens to any waterproof membrane installed in performing the Work. There are many causes of failure to membranes, such as nails being walked into the surface, tools being dropped, following trades (such as masons or tilers) damaging a membrane during their work, etc. The membrane should not be used as a walking surface.

Owner agrees and acknowledges that Contractor is not liable for damage caused by other people or trades, and that Contractor is not responsible for any leak caused by such actions after it leaves the Project site. Contractor strongly recommends that Owner cover any membrane it installs with ½" fiberboard or other soft sheet material if Owner expects anyone to be walking or working on the roof.

Contractor will repair any damage that occurs before the final top finished is applied on a time and materials basis.

Plans, specifications, and permits. Owner shall pay for: (i) all required building permits, engineering and inspection fees; and (ii) any assessment and/or charge required by a public agency or utility, including without limit, for financing or repaying the cost of sewers, storm drains, water service, and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges, hook-up charges, and the like.

Owner's Insurance. Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in California, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Price, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for all Work at the Project site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until the Contract price is paid in full, or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, and sub-subcontractors in the Work. The Owner shall file a copy of each policy with Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

Right to stop work. Contractor shall have the right to stop Work if any payment shall not be made to Contractor when due; Contractor may keep the Work idle until payments due are received in full.

Notice. Any notice required or permitted under the Contract may be given personally or by first class U.S. mail at the address contained in the Contract; but such address may be changed by written notice given by one party to the other from time to time. A notice is deemed delivered upon personal delivery or, if deposited in the mail, postage prepaid, three days after mailing.

Owner's Representative. Owner may designate a representative who shall be fully acquainted with the Work, and has authority to approve changes in the scope of the Work, render decisions promptly, and furnish information expeditiously and in time to meet the substantial completion date set forth in the Contract.

Control of the Work. For the proper execution of the Work, Contractor must have sole control over the Work and coordination of subcontractors and employees. Any independent direction or interference from the Owner may lead to increased costs and delays in the Work. Such direction or interference will result in the Contractor being entitled to an extra charge and change order. Owner shall have no contractual obligation to Contractor's subcontractors and/or employees and shall communicate with such subcontractors and employees only through Contractor. Owner shall not request any changes in the Work directly from any of Contractor's subcontractors, employees and/or suppliers.

Termination of Contract by Owner for Cause. If Contractor fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the execution of the Work for a period of twenty (20) days, Owner may give a written notice requiring Contractor to provide sufficient personnel, equipment, and material for the progress of the Work within five (5) business days after delivery of the notice. If Contractor fails to comply, Owner shall have the right to terminate the Contract by delivering written notice to Contractor, and employ other contractors to finish the Work.

Termination of Contract by Owner for Convenience. If the Owner terminates the Contract for Owner's convenience, Owner shall reimburse Contractor for any unpaid cost of the Work due Contractor under the Contract. Owner shall also pay Contractor for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and overhead and damages. In case of such termination of the contract, Owner shall further assume and become liable for any and all obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said Work.

Termination of Contract By Contractor. If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of any act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the owner has not made timely payments to Contractor as provided herein, or because of Owner's failure to perform or have performed any portion of the Work which Owner was obligated to perform, or for any other reason beyond the reasonable control of Contractor, then Contractor may terminate the Contract and recover from Owner payment for all Work executed and for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and overhead and damages.

Proof of Owner's Ability to Pay. Owner shall, upon request from Contractor, furnish reasonable evidence satisfactory to the Contractor, prior to commencing Work and at such future times as may be required, that sufficient funds are available and committed for the entire cost of the project. Unless such reasonable evidence is furnished, Contractor is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon ten (10) days' notice to Owner. The failure of Contractor to insist upon the providing of this evidence at any one time shall not be a waiver of Owner's obligation to make payments pursuant to the Contract nor shall it be a waiver of Contractor's right to request or insist that such evidence be provided at a later date.

Restoration of Work. If the Work is destroyed or damaged by an accident, disaster or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any Work done by Contractor in rebuilding or restoring the Work shall be paid for by Owner as extra work in addition to the original Contract Price.

Contractor Not to be Relied Upon as Architect, Engineer, or Designer. Contractor is not an architect, engineer or designer. The parties agree and acknowledge that Contractor is not being hired to perform any of these services. To the extent that Contractor makes any suggestions in these areas, Owner acknowledges and agrees that Contractor's suggestions are merely options that Owner may want to review with the appropriate design professional for consideration. Contractor's suggestions are not a substitute for professional engineering, architectural or design services, and are not to be relied upon as such by Owner. Contractor is not responsible for ascertaining whether details in Owner's plans conform to all applicable building and planning codes. Contractor is not responsible for the cost of correcting errors and omissions by Owner's design professionals and separate contractors.

Asbestos, Lead, & Hazardous Waste. The parties acknowledge that the disturbance, removal or transportation of asbestos, lead, or other hazardous substances requires special procedures, precautions and/or licenses. Therefore, unless the Contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and notify Owner to allow Owner to obtain a duly qualified asbestos, lead, and/or hazardous material contractor to perform the work. Contractor is not responsible for any damages of any kind, including but not limited to any personal injury, sickness, death, or property damage, or any consequential damages resulting either directly or indirectly from the presence of water and/or mold or other harmful substances in Owner's home or property.

Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the State of California.

Limitations. No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other, more than two years after the substantial completion or cessation of Work under the Contract.

Bankruptcy. If either party becomes bankrupt or makes an assignment for the benefit of creditors, the other party has the right to cancel the Contract upon delivery of written notice to the other party.

Attorney's Fees. In the event that there is any controversy or claim arising out of or relating to the Contract, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of the Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

Severability. The invalidity or unenforceability of any portion or provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision thereof. Any invalid or unenforceable portion or provision shall be severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be invalid or unenforceable.

Entirety of Agreement. This Contract, including any Exhibits hereto (which are incorporated by reference as if fully set forth in the Contract) constitute the entire agreement between the parties relating to the Work set forth therein. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are integrated into the Contract. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the subject matter of the Contract that are not fully expressed herein. No modification, waiver, amendment, discharge, or change of the Contract shall be valid unless it is in writing and is signed by the party against whom enforcement of such modification, waiver, amendment, discharge, or change is or may be sought. The Contract may be executed in multiple counterparts, such that when the executed signature pages are taken together, they shall constitute the one and entire Contract. True photocopies of signatures and electronic signatures shall be deemed as effective as original signatures.

Notice to Owner

In accordance with of the *California Business and Professions Code §8513*, before a licensed contractor can enter into a contract with you for a work of improvement on your property, he must give you a copy of this notice.

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for its work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as a customer. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

To ensure extra protection for yourself and your property, you may wish to take one or more of the following steps:

- Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate its financial incapacity.
- Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- Issue joint checks for payment, made out to both your Contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore, you need to protect yourself. This will help to ensure that all persons due payment are actually paid.
- Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in *California Civil Code §8134*. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.
- To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Any questions concerning a contractor may be referred to:

Registrar of the Board
Contractors' State License Board
P.O. Box 26000
Sacramento, CA 95827

GILBERTO ARELLANO WINDOWS

QUOTE

Cell: (415) 573-7355

Fax: (415) 285-2315

gilbertowindows@yahoo.com

gilbertowindows.com

1113 Connecticut St #2, San Francisco, CA
94107



Name:	Julie Chin
Address:	942 Fell St
City:	San Francisco
Postal:	94117

Quote #:	22-068
Quote Date:	April 30, 2022
Project #:	

Description	Quantity	Unit Price	Cost
32x67 Double Hung Window	1	\$ 1,590	\$ 1,590
41x66 Double Hung Window	1	\$ 1,740	\$ 1,740
23x38 Casement Window	1	\$ 960	\$ 960
Wood: Douglas Fir			
Glass: Dual Pane			
Installation Included			
Disposal and removal of old windows			
Coat of Primer, Interior and Exterior			
		Subtotal:	\$ 4,290
		Sales Tax:	\$ 142.05
		Total:	\$ 4,432.05

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT #: 20141212

BUILDING NO. 942-944	STREET FELL ST	CITY SAN FRANCISCO	ZIP 94117	Date of Inspection 08/07/2014	NUMBER OF PAGES 1 of 8
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COOK AND ASSOCIATES

P. O. BOX 622
Belmont, CA 94002
SF: (415) 468-1212 Peninsula: (650) 622-9747
PR 3219

Cook & Associates

Ordered by: DANIEL RAFFA KELLER WILLIAMS BENCHMARK PH.# 415-305-3453 FAX: 415-366-8272	Property Owner and/or Party of Interest	Report sent to:
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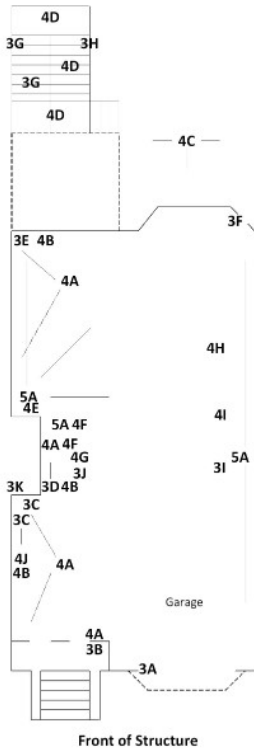
COMPLETE REPORT LIMITED REPORT SUPPLEMENTAL REPORT REINSPECTION REPORT

GENERAL DESCRIPTION: Multi-family residence.	Inspection Tag Posted: Garage.
	Other Tags Posted:

An inspection has been made of the structure(s) on the diagram in accordance with the the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites Drywood Termites Fungus/Dryrot Other Findings Further Inspection
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items

Key: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Further Inspection



Inspected By WILLIAM R. BOYNTON License No. FR 44491 Signature William Boynton

You are entitled to obtain copies of all reports and completion notices on this property report to the Structural Pest Control Board during the proceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. (form t1a - 3/15/08) 43M-41 (Rev. 10/01)

Work Authorization

COOK AND ASSOCIATES

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
942-944	FELL ST	SAN FRANCISCO	94117	38	08/07/2014

Section 1

3A	=	155.00	P
3B	=	175.00	P
3C	=	1450.00	P
3D	=	1500.00	P
3E	=	800.00	P
3F	=	260.00	P
3G	=	2100.00	P
3H	=	450.00	P
3I	=	Appropriate trades	
3J	=	2900.00	P
3K	=	375.00	P
4A	=	510.00	P

Section 1 Totals

Total using primary recs \$ 10675.00

(w6b 9-25-08)

Cost of all Primary Recommendations \$

10675.00

NOTE: Damage found in Inaccessible Areas may require a Supplemental report and/or Work Authorization, or may require amendments to this Work Authorization.

1. If further inspection is recommended, if additional work is required by any government agency, or if additional damage is discovered while performing the repairs, this company reserves the right to increase prices.
2. In the event that legal action is necessary to enforce the terms of this contract, reasonable attorney's fees may be awarded to the prevailing party.
3. This company will use due caution and diligence in their operations but assume no responsibility for matching existing colors and styles, or for incidental damage to roof coverings, T.V. antennae, solar panels, rain gutters, plant life, or paint.
4. This report is limited to the accessible areas shown on the diagram. Please refer to the report for the areas not inspected.
5. If this contract is to be paid out of escrow impound the buyers and sellers agree to provide this company with all escrow billing information required to collect the amount due. The persons signing this contract are responsible for payment, and if the escrow does not close within 30 days after the date of completion of the work agree to pay in full the amount specified in this work authorization agreement.
6. If this agreement includes a charge for opening an area for further inspection, it is for opening the area only and does not include making additional repairs, if needed, nor does it include replacing removed or damaged floor coverings, wall coverings, or painted exposed surfaces unless specifically stated.

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

Authorized to perform items: _____ Cost of work authorized: \$ _____

OWNER or OWNER's AGENT:

DATE:

COOK AND ASSOCIATES

X _____

ESCROW: _____



Garage Master, Inc. dba

CITY OVERHEAD Doors

124511

1024 IRVING STREET
SAN FRANCISCO, CA 94122

5976 MISSION STREET
SAN FRANCISCO, CA 94112

Tel: (415) 759-8094 • Fax: (415) 759-5305
 www.garagemasterinc.com

Tel: (650) 756-4226 • Fax: (650) 756-6542
 www.cityoverheaddoors.com

State Lic.# 764176

Purchaser _____ Date 9/25/2022
 Name JULIE COHN
 Address 942 POW ST. S.F. CA
 Appt. # _____ City _____ State _____ Zip _____
 Phone No. Home (650) 996-8033 Work () _____ Technician TAD

GM SERVICE DOOR ESTIMATE
COHNRENTS@GMAIL.COM

GM SPECIFICATIONS NOTES: 10 x 8
 Width 10 Height 8
 Headroom 24 F-C 10
 LSR 1.5 RSR 1.5
 10' Clear YES TRACK 12

GM SECTIONAL DOOR 2,550
 Model M35
 Glass _____
 Rails RS
 Panels PLY WOOD
 Color _____
 Prime YES 450
 Other DISPOSAL RSB 150

GM OPTIONS
 Vents LOWER 250
 Lock w/Key INSID3 50
 Mail Slot NO
 Weather-strip YES 50
 Other NYLON ROLLERS 125
VAULT RELEASE LOCK 60

GM FRAMING
 Stops _____
 False Header _____
 Rip Jamb _____
 Chip Foundation _____
 Build Up _____
 Permit _____
 Other _____

GM OPENER 1,250
 Model LM 87504
 Wiring 8 FT ROLL / 2 PLANS
 Other KEYPAD / SURGE

TOTAL	\$ <u>4,935.00</u>
DEPOSIT	\$ _____
BALANCE	\$ _____

Garage Master Inc. dba City Overhead Doors is not responsible for any gap on bottom due to uneven or unlevel floor. Garage Master Inc. dba City Overhead Doors is not liable for any warranty on rehanging or owner provide openers. THIS QUOTES VALID FOR 30 DAYS ONLY.

SIGNATURE _____
 HOMEOWNER / OCCUPANT / AGENT.
 ACCEPTANCE OF THIS PROPOSAL SHALL CONSTITUTE A CONTRACT.
 PAYABLE IN 10 DAYS UNLESS OTHER ARRANGEMENTS ARE MADE.
 PAST DUE BALANCE WILL BE CHARGED 1.5% PER MONTH (18% PER ANNUM.)

GENERAL CONDITIONS

1. The Buyer(s) agrees to pay the total of this contract upon installation. If payment is not made within 10 days from the date of installation, commencing with the 11th day, interest shall be charged on the unpaid balance at the rate of 1½% per month (18% annual rate). The buyer(s) hereby authorize(s), irrevocably, any attorney of any Court of Record to appear for buyer(s) in such Court at any time hereafter either in term time or vacation, and to confess judgment without process against the buyer(s) and in favor of the seller its successors or assigns for the unpaid principal balance and accrued interest, together with costs and attorney's fees in a sum equal to 20% of the sum due seller or \$100.00 whichever is greater, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.
2. Seller shall carry workman's compensation and public liability insurance to cover the work. Notwithstanding the terms of any contract, memorandum or other writing which buyer shall request seller to sign as a condition of acceptance of seller's proposal, seller shall not be liable to indemnity or to hold harmless or to protect in any way buyer or any other party involved in the work, whether any employee of seller or buyer or any third party except to the extent of the workman's compensation and public liability insurance maintained by seller.
3. In the event that the cost of labor, materials or taxes is increased subsequent to the date of the proposal upon which buyer(s) acceptance is based and/or subsequent to the date of buyer's order, the price shall be increased to the extent thereof.
4. Notwithstanding the terms of any contract, agreement, memorandum or other writing which buyer(s) shall request seller to sign, buyer(s) shall not withhold any part of the contract amount, including any extra work, for which payment is due under the terms of this agreement as retention, and the total contract price including the charges for any extras shall be payable to seller within 10 days of seller's invoice as provided herein.
5. Seller shall be allowed uninterrupted and exclusive access to openings during installation of equipment.
6. The price stated on this proposal is for acceptance within 30 days of date thereof and the terms of payment are subject to the approval of continued credit status. The right is reserved to correct quantities or prices on any order of proposal due to typographical or mathematical errors or if the work cannot be performed by seller using its standard equipment and installation practices.
7. The price quoted for the material included in the work contained in this proposal includes any sales or excise tax levied or charged by any governmental agency.
8. The giving and accepting of drafts, notes or trade acceptances to evidence the payment(s) due shall not constitute or be construed as payment until said drafts, notes or trade acceptances are paid in full in cash. The acceptance by seller of drafts, notes or trade acceptances shall not be deemed to be a waiver of any of its rights to a mechanics lien upon the premises on which the work is performed. Buyer(s) hereby expressly waives any and all rights of homestead exemption against the unpaid claim of seller which buyer(s) may have in the premises on which work is to be performed by seller.
9. In the event the buyer(s) shall terminate the contract prior to completion of the work herein specified, buyer(s) shall pay seller for all labor and material furnished to date of termination, including fabricated material whether delivered or undelivered to site as long as fabrication has been commenced or completed, such payment to be prorated in accordance with the progress of the work at the price herein set forth in addition thereto a sum equal to 25% of the total contract price as liquidated damages and not as a penalty.
10. Buyer(s) shall obtain all necessary permits for the work and shall keep the premises upon which seller's work is to be installed adequately insured in a sum of money to insure the premises against all loss to the seller by reason of damage to its work by vandalism, fire, water, windstorm or any other occurrence during the term of the contract in performing the terms of this contract, the seller acts as principal and is not the agent or representative of any person, firm, corporation or group.
11. By executing and returning this proposal to seller or returning to seller a substitute proposal, buyer shall be deemed to have assented to the terms and conditions set forth herein, anything to the contrary contained in a substitute proposal of buyer or additions or deletions to this proposal which buyer may make notwithstanding.
12. Installation dates are estimates only and seller cannot guarantee commencement of work or completion thereof on any given date. Completion dates cannot be given until seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure or delay in performance regardless of cause.
13. In the event seller places this account in the hands of an attorney for collection and suit to confess judgment is not commenced, buyer(s) shall pay all attorneys' fees incurred by seller whether or not a lawsuit for collection is instituted and all other costs of litigation.

ERECTION CONDITIONS

1. If a door is installed before the finished floor is completed an additional charge shall apply in the amount of 6% of the gross contract but not less than \$25.00 minimum charge.
2. If a door is installed without a finished floor, the seller assumes no responsibility for fitting the door to the floor.
3. Seller assumes no responsibilities for failure of his installation due to structural deficiencies in an existing building.
4. Buyer(s) shall provide electrical current required for power tools and lights for the installation.
5. Buyer(s) shall provide headroom, backroom, sideroom and mounting pads in accordance with requirements of seller. Height and width or opening may not vary more than one-inch. Lintels must be flush with jambs. Jambs must be plumb and opening square. All anchor bolts must be flush with inside face of jamb. No masonry may protrude past inside face of jamb.
6. If special work is required to meet conditions other than those specifically described in the contract an additional charge shall be made.

GUARANTEES AND WARRANTIES

1. Radio Controls: Electronic controls are guaranteed by the manufacturer and its guarantee supplied with the apparatus shall apply (batteries excluded).
2. Parts Warranty: Parts are guaranteed for a period of one year from date of installation and will be replaced for a service charge only. Note Part 7 below.
3. Service Charges: A minimum service charge shall be assessed. All service guaranteed for 90 days during normal business hours.
4. Replacement Parts Under Warranty: Parts and labor are guaranteed to the remaining period of the original warranty and will be replaced for a service charge only.
5. NO GUARANTEE OR WARRANTIES WILL BE HONORED IF THE ACCOUNT HAS NOT BEEN PAID TOGETHER WITH APPLICABLE SERVICE CHARGES.
6. NO WARRANTIES ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER THE SELLER OR MANUFACTURER OF THE DOORS, PARTS OR ACCESSORIES SOLD TO BUYER UNDER THE TERMS OF THIS CONTRACT EXCEPT THE FOLLOWING LIMITED WARRANTY: CLAIMS FOR APPARENT DEFECTS MUST BE MADE IN WRITING TO SELLER AT ITS PLACE OF BUSINESS INDICATED ON THIS CONTRACT WITHIN TEN (10) DAYS AFTER INSTALLATION. NO MATERIALS MAY BE RETURNED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER. NOTICE OF LATENT DEFECTS MUST BE GIVEN TO SELLER IN WRITING WITHIN TEN (10) DAYS OF THE DISCOVERY THEREFORE IN THE SAME MANNER AS PROVIDED HEREIN FOR NOTICE TO SELLER OF APPARENT DEFECTS WITH RESPECT TO LATENT OR APPARENT DEFECTS. SELLER SHALL AT ITS OPTION REPAIR OR REPLACE ANY MATERIALS, WHICH WHEN INSTALLED MAY PROVE DEFECTIVE UNDER NORMAL AND PROPER OPERATION AND MAINTENANCE WITHIN THE TIME LIMITED SET FORTH ABOVE TO THE SATISFACTION OF THE SELLER. AFTER INSPECTION BY THE SELLER, SELLER SHALL NOT BE LIABLE FOR LOSSES, DAMAGES (CONSEQUENTIAL OR OTHERWISE), DELAYS, LABOR COSTS OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL. THE SELLER'S LIABILITY BEING EXPRESSLY LIMITED TO THE REPLACEMENT OR REPAIR OF DEFECTIVE GOODS OR AN ALLOWANCE OF CREDIT THEREFORE. THE RESPONSIBILITY OF THE SELLER BEING LIMITED TO THE COST OF THE DEFECTIVE PART ONLY. THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THIS LIMITED WARRANTY SHALL BE VOID (A) IF BUYER MODIFIES, REPAIRS OR IN ANY WAY ALTERS THE MATERIALS DELIVERED BY SELLER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER OR (B) IF NOTICE OF ANY CLAIM HAS NOT BEEN GIVEN TO SELLER IN WRITING WITHIN TEN (10) DAYS OF THE DISCOVERY OF THE DEFECT.
7. If materials furnished by seller are installed by others, seller is not responsible for installation, prior adjustment or operation thereof.
8. Wood sections will be guaranteed only if properly protected from moisture by primer coat and not less than two (2) coats of exterior grade paint on all edges, ends, and both sides of door applied within ten (10) days of installation.
9. In the event seller shall not be able to deliver all or any part of the material specified herein by reason of the discontinuance of the manufacturer thereof by the supplier named herein, then seller may substitute a product equal to the product specified herein, manufactured by another.



3.2.2 Siding, Flashing & Trim

EVIDENCE OF WATER INTRUSION

Signs of water intrusion at siding and trim are noted. This could lead to further siding deterioration and/or mold. Contact a licensed general contractor for further recommendation or service in connection to this inspection item.

Recommendation

Contact a qualified general contractor.



3.2.3 Siding, Flashing & Trim

FLASHING/TRIM IMPROPERLY INSTALLED

Improperly installed or missing flashing and trim pieces are noted. This could result in moisture intrusion and damaging leaks. Contact licensed general contractor or siding contractor for further recommendation or service in connection to this inspection item.

Recommendation

Contact a qualified general contractor.



3.2.4 Siding, Flashing & Trim

GAPS IN SIDING

Gaps, lifting, and missing pieces of siding at the exterior are noted. These could lead to moisture intrusion and damage to the structural systems. Contact licensed siding contractor or general contractor for further recommendation or service in connection to this inspection item.

Recommendation

Contact a qualified general contractor.



3.6.1 Eaves, Soffits & Fascia

EAVES - MISSING PAINT - DAMAGED

Missing paint and possible damaged sections of the eaves are noted. Further investigation is needed to determine extent of damage to wood or roof structure. Contact licensed roofing contractor for further recommendation or service in connection to this inspection item.

Recommendation

Contact a qualified roofing professional.



Client: Julie Chin

Subject Property

Schedule Date : Thursday, August 7, 2014

942~944 Fell St.

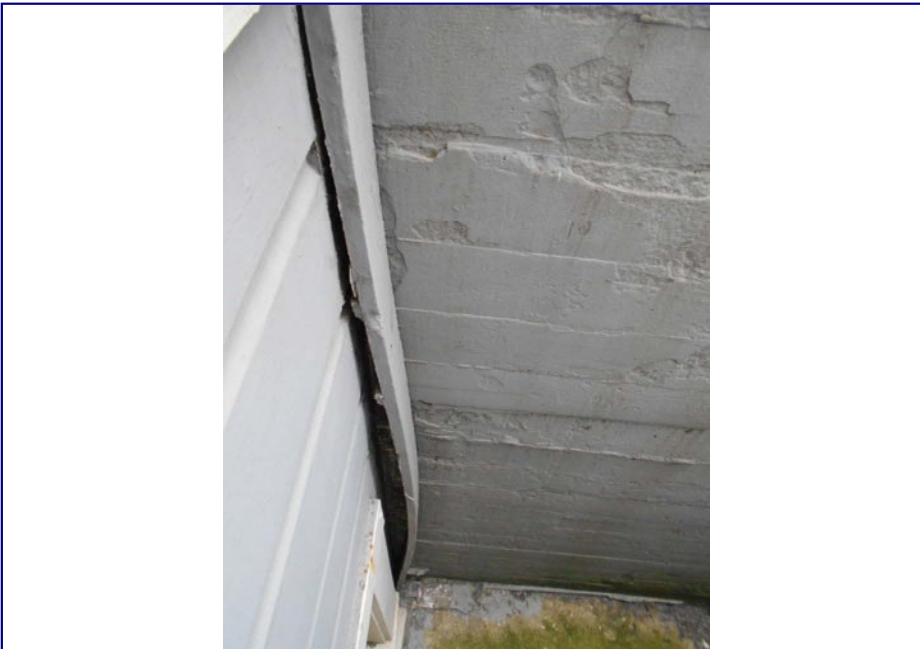
San Francisco, Ca. 94117

Picture 3



Refer to exterior #9 exterior walls:
Minor moisture damage was noted at the rear exterior walls at the time of the inspection. The paint/finish was deteriorated at the wood siding at the time of the inspection. (2)(3)

Picture 4



Refer to exterior #10 trim:
The exterior trim appeared to be in serviceable condition at the time of the inspection. The rear exterior wood trim had deteriorated paint/finish at the time of the inspection.*

Alonzo Inspections

Client: Julie Chin

Schedule Date : Thursday, August 7, 2014

Subject Property

942~944 Fell St.

San Francisco, Ca. 94117

Picture 23



Refer to interior #50 ceilings:
The ceiling stains were dry at the
time of the inspection. Unit
#944~942.*

Picture 24



Refer to interior #50 ceilings:
The ceiling stains were dry at the
time of the inspection. Unit
#944~942.*

Alonzo Inspections

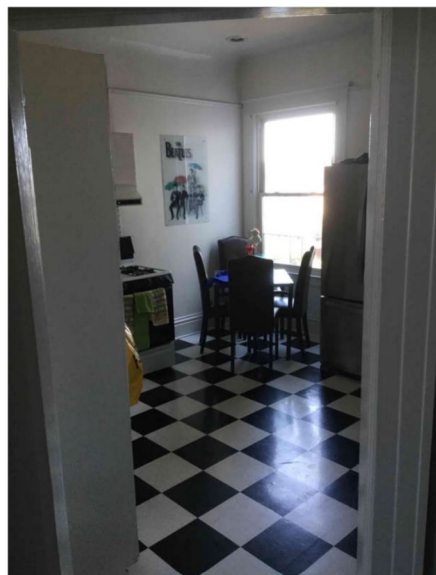
4: INTERIOR

		IN	NI	NP	O
4.1	Walls	X			

IN = Inspected NI = Not Inspected NP = Not Present O = Observations

Information

Overview



Walls: Wall Material

Plaster

Observations

4.1.1 Walls

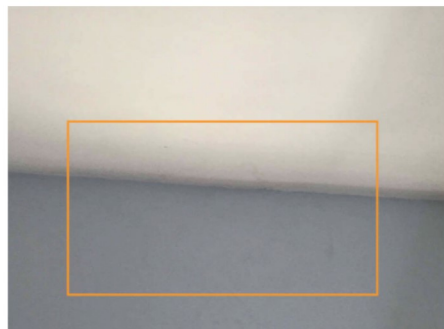
MOISTURE DAMAGE

Scopes #2, 6, & 10- Repair Water Damage

Stains on the walls are noted. These appear to be the result of moisture intrusion. The source of moisture may or may not have been corrected. Contact licensed general contractor for further recommendation or service in connection to this inspection item.

Recommendation

Contact a qualified general contractor.



4.1.2 Walls

Scopes #2, 6, & 10 - Repair Water Damage

INTERIOR MOISTURE LEVELS

Interior moisture levels at back porch extension were slightly elevated (35%). Exterior walls are in need of complete repair and paint throughout exterior which will most likely arrest this problem. Contact licensed painting contractor for recommendations and repair in connection with this inspection item.

Recommendation
Contact a qualified painter.

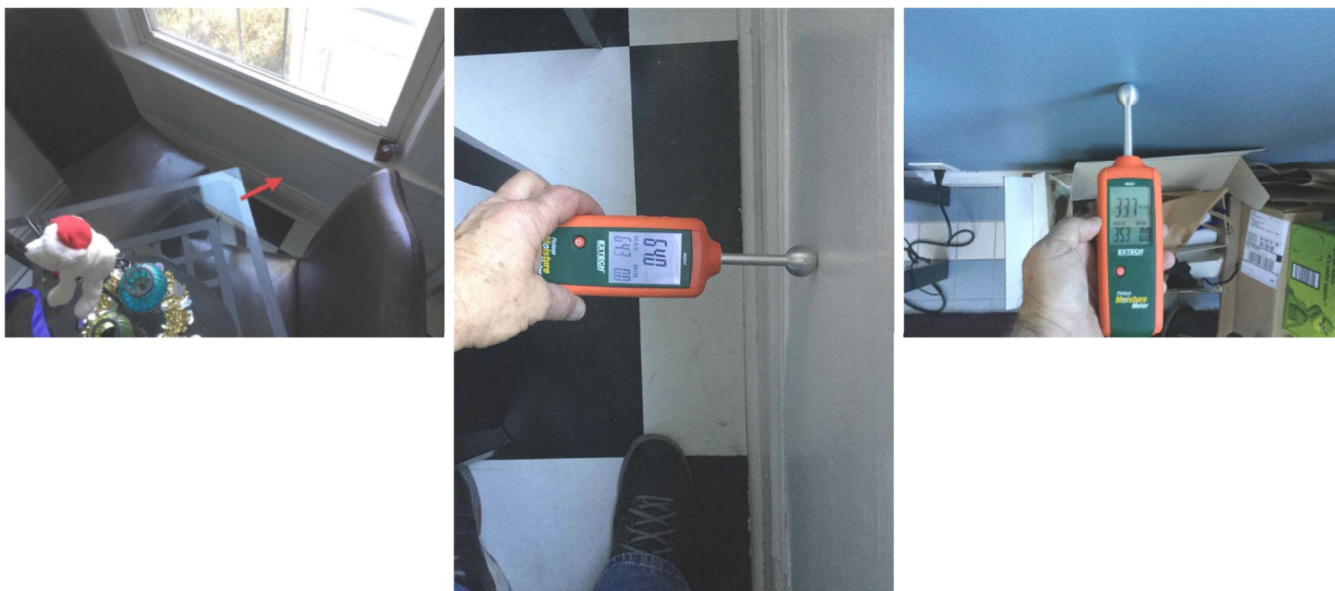


4.1.3 Walls

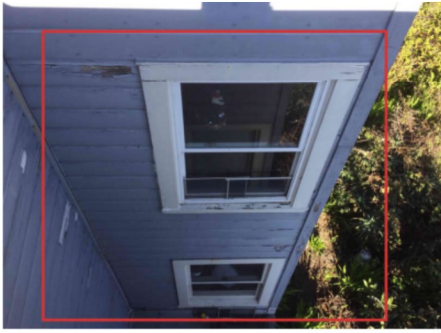
VERY HIGH MOISTURE LEVELS

Kitchen moisture levels below window at exterior skylight well reached over 70% (excessive). Moisture levels in most areas were between 8% - 19% (normal to elevated) in most areas except this window. Gaps at the exterior window trim and base of the window would suggest water penetration points. Excavation of these areas may be necessary to determine exact points of entry. Contact licensed general contractor for recommendations and repaired in connection with this inspection item.

Recommendation
Contact a qualified general contractor.



Scopes #2, 6, & 10 - Repair Water Damage



Client: Julie Chin

Subject Property

Schedule Date : Thursday, August 7, 2014

942~944 Fell St.

San Francisco, Ca. 94117

Picture 7



Refer to foundation #18
basement:

Moisture stains and damage was
noted to the Westside sill plates
and cripple wall stud near the light
well.(2)(3)

Picture 8



Refer to foundation #18
basement:

Moisture stains and damage was
noted to the Westside sill plates
and cripple wall stud near the light
well.(2)(3)

Alonzo Inspections

Client: Julie Chin

Subject Property

Schedule Date : Thursday, August 7, 2014

942~944 Fell St.

San Francisco, Ca. 94117

Picture 25



Refer to interior #48 windows:
The dual pane window was separated from the windows jamb in kitchen. There was cracked glass at: rear wood double hung windows. (2)

Client: Julie Chin

Subject Property

Schedule Date : Thursday, August 7, 2014

942~944 Fell St.
San Francisco, Ca. 94117

Picture 2

Restoration Scope #3 - Clean/Repair Stairs



Refer to exterior #8 stairs:
Cracks noted at the front entry
concrete stairs.(2)(3)

Alonzo Inspections