

***BIC Regular Meeting
of
March 20, 2024***

***Additional Submittal
Agenda Item E1***

***Buteo Complaint for Breach of
Contract***

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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
03/01/2022
Clerk of the Court
BY: LAURA SIMMONS
Deputy Clerk

Attorneys for BUTEO BUILDERS, INC.

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN FRANCISCO—UNLIMITED JURISDICTION
10 **CGC-22-598464**

11 BUTEO BUILDERS, INC., a California
12 Corporation,
13
14 Plaintiff,
15 vs.
16 CHRISTOPHER A. NEDEAU, individually
17 and as trustee of the NEDEAU 1994
18 LIVING TRUST DATED JULY 21, 1994,
19 AND DOES 1 THROUGH 25,
20 Defendants.

Case No.:
**COMPLAINT FOR BREACH OF
CONTRACT; QUANTUM MERUIT;
FORECLOSURE OF MECHANIC'S
LIEN; AND DECLARATORY RELIEF**

GENERAL ALLEGATIONS

21 1. Plaintiff Buteo Builders, Inc. (hereinafter “Plaintiff” or “BBI”) is, and at all times
22 herein mentioned was, a California corporation and a general building contractor (license class B,
23 Number 1015230) duly and regularly licensed under the laws of the State of California, with its
24 principal place of business in San Francisco, California.

25 2. The real property that is the subject of this action is located in the City of San
26 Francisco, County of San Francisco, State of California, and is commonly known as 102 Baker Street
27 (hereinafter, the “Property”), APN 1219 -018.

28 3. Plaintiff is informed and believes and thereon alleges that Defendant Christopher A.

1 Nedeau, individually and as Trustee of the Nedeau 1994 Living Trust, dated July 21, 1994,
2 (“Owners”) were at all times relevant hereto, the owners of the Property.

3 4. The true names and capacities, whether individual, corporate, associate or otherwise,
4 of the Defendants named herein as DOES 1 through 25, inclusive, are unknown to Plaintiff, and said
5 Defendants therefore are sued by such fictitious names. Plaintiff will seek leave to amend this
6 complaint to show the true names and capacities of said Defendants when the same have been
7 ascertained.

8 5. Plaintiff is informed and believes and thereon alleges that, at all times herein
9 mentioned, each of the Defendants designated herein as DOES 1 through 25, inclusive, was, and/or
10 now is, the agent, employee, officer, director, partner, joint-venturer, stockholder or related
11 corporation of one or more of the other named Defendants and is responsible in some manner for the
12 events and happenings herein referred to and, additionally or alternatively, that each of said
13 Defendants has or claims to have some right, title or interest in or to the Property.

14 6. Because the Agreement which is the subject of this Action contains an arbitration
15 provision, Plaintiff is or will be filing, concurrently or after filing this Complaint, an Application to
16 Stay this Action Pending Arbitration. BBI does not intend to waive any right to arbitrate its claims
17 by filing this Complaint.

18 **FIRST CAUSE OF ACTION**

19 **(Breach of Contract—Owners and DOES 1 through 20)**

20 7. Plaintiff incorporates the allegations in paragraphs 1 through 6 above as though fully
21 set forth herein.

22 8. On or about January 31, 2021, Plaintiff and Owners and DOES 1 through 20, inclusive
23 and each of them, entered a written agreement that BBI would provide certain construction services,
24 labor and materials at the Property in exchange for certain compensation, fees and costs, which
25 compensation, fees and costs are further described in the agreement which is incorporated herein by
26 this reference. (The “Agreement.”) The Agreement also provides for compensation to be paid BBI for
27 changes in the work that was to be performed by BBI. Copies of documents constituting the
28 Agreement are attached hereto as **Exhibit “A.”**

1 9. As of approximately December 27, 2021, BBI fully and adequately performed the
2 Agreement, as well as agreed upon changes in the work, and has fully performed and complied with
3 all of the terms and conditions of the Agreement required on its part to be performed unless
4 performance has been excused.

5 10. Owners and DOES 1 through 20 have failed to pay in full compensation due under the
6 Agreement and, as of the date of this complaint, have failed to pay at least \$106,424.30.

7 11. As a direct and proximate result of the foregoing breach of contract by Owners and
8 DOES 1 through 20, BBI has been damaged in a minimum amount of \$106,424.30, together with
9 interest or prompt payment penalties thereon at the legal rate and attorney’s fees as allowed by
10 contract and/or statute.

11 WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

12 **SECOND CAUSE OF ACTION**

13 **(Quantum Meruit—Against OWNERS and DOES 1 through 20)**

14 12. Plaintiff incorporates the allegations in paragraphs 1 through 11 above as though fully
15 set forth herein.

16 13. Within the past two years, Plaintiff provided supplies, materials and/or services to the
17 Property at the request of Owners and DOES 1 through 20, inclusive and each of them, and for which
18 such Defendants agreed to pay the reasonable value thereof. Such Defendants, and each of them,
19 benefited from receiving said work, labor, materials, and services to the Property. Plaintiff and
20 Owner and DOES 1 through 20, inclusive and each of them, expected that Plaintiff’s services and
21 provision of supplies and materials were going to be compensated.

22 14. At all times herein mentioned, the above supplies, materials and services were and are
23 of the reasonable value of at least \$106,424.30.

24 15. Although demand for the amount due has been made, no portion of the above amount
25 has been paid and there is now due, owing and unpaid to Plaintiff a minimum amount of
26 \$106,424.30, together with interest or prompt payment penalties at the legal rate for unpaid portions
27 due and attorney’s fees as allowed by contract and/or statute.

28 WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.

THIRD CAUSE OF ACTION

(Foreclosure of Mechanic’s Lien—Against All Defendants)

1
2
3 16. Plaintiff incorporates the allegations in paragraphs 1 through 11 above as though fully
4 set forth herein.

5 17. As of December 27, 2021, due, owing and unpaid on the construction services, labor
6 and materials provided by BBI to Owners was the principal amount of \$106,424.30.

7 18. On or about December 6, 2021, within the time limits provided by statute, BBI
8 recorded a Mechanic’s Lien against the Property in the principal amount of \$98,424.30 with respect
9 to the unpaid balance for the supplies and materials it provided to improve the Property incurred as of
10 that time. This claim of a mechanic’s lien, which was verified, was properly recorded in the Official
11 Records of the County of San Francisco, instrument number 2021178879, and served on Defendants,
12 along with a Notice of Mechanic’s Lien and Proof of Service Affidavit, as is indicated in the true and
13 correct copies of said mechanic’s lien documents attached hereto as **Exhibit “B,”** the contents of
14 which are incorporated herein by this reference.

15 19. On or about January 3, 2022, within the time limits provided by statute, BBI recorded
16 a second Mechanic’s Lien against the Property, which lien includes additional work performed after
17 the filing of the original lien, in the principal amount of \$106,424.30 with respect to the unpaid
18 balance for the supplies and materials it provided to improve the Property incurred as of that time.
19 This claim of a mechanic’s lien, which was verified, was properly recorded in the Official Records of
20 the County of San Francisco, instrument number 2022000535, and served on Defendants, along with
21 a Notice of Mechanic’s Lien and Proof of Service Affidavit, as is indicated in the true and correct
22 copies of said mechanic’s lien documents attached hereto as **Exhibit “C,”** the contents of which are
23 incorporated herein by this reference.

24 20. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
25 them, have or claim to have some right, title or interest in the Property, the exact nature of which is
26 unknown to Plaintiff, but which claims are subject and subordinate to Plaintiff’s claim of lien herein.

27 WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.
28

FOURTH CAUSE OF ACTION

(Declaratory Relief Against All Defendants)

21. Plaintiff incorporates the allegations in paragraphs 1 through 11 above as though fully set forth herein.

22. An actual controversy has arisen and now exists between BBI and Defendants about their respective rights and duties under the Agreement. BBI has incurred substantial damages for which Defendants are responsible. Upon information and belief, the Defendants sued in this cause of action, and each of them, dispute these contentions, and continue to insist that they do not owe damages to BBI.

23. BBI requests a judicial determination of the respective rights and duties of BBI and the Defendants.

PRAYER

WHEREFORE, Plaintiff Buteo Builders, Inc. prays for judgment as follows:

First, Second, and Fourth Causes of Action

Against Owners and DOES 1 through 20, inclusive and each of them:

1. For damages in a minimum amount of \$106,424.30;
2. For interest or prompt payment penalties at the legal rate; and
3. For attorney's fees as allowed by contract and/or statute.

Third Cause of Action

Against All Defendants:

4. For an order adjudging and granting declaratory relief that the rights, claims, ownership, liens, titles and demands of Defendants, and each of them, in the above-described Property are subsequent to and/or subject to Plaintiff's mechanic's lien.
5. For an order adjudging and granting declaratory relief that Plaintiff's mechanic's lien, referred to in Exhibit "B" hereto, be foreclosed, and that the usual judgment be made for the sale of the Property according to law by a commissioner to be appointed by the court; that the proceeds of the sale be applied to satisfy Plaintiff's mechanic's lien, including, without limitation, interest or prompt payment penalties at the legal rate to the date of entry of judgment; and that each of the

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Defendants and all persons claiming under any of them, subsequent to Plaintiff's mechanic's lien, whether as lien claimants, judgment creditors, purchasers, encumbrancers, or otherwise, be barred and foreclosed from all rights, claims, interests, or equity of redemption in the Property and every part of the Property when the time for redemption has passed.

6. For an order adjudging and granting declaratory relief that if there is a deficiency of proceeds to satisfy the amounts due Plaintiff, judgment for the deficiency be entered against Defendants, following proceedings prescribed by law.

7. For an order permitting and granting declaratory relief that Plaintiff may become a purchaser at the foreclosure sale.

All Causes of Action

Against All Defendants:

- 8. For costs of suit herein incurred, and
- 9. For such other and further relief as the court may deem proper.

DATED: March 01, 2022

SMITH, CURRIE & HANCOCK, LLC

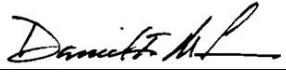
By: 
Daniel F. McLennon
Attorney for Plaintiff
Buteo Builders, Inc.

EXHIBIT A

Buteo Builders, Inc.
1894 48TH AVE
SAN FRANCISCO, CA 94122
(415) 519-0735
LIC #: 1015230

HOME IMPROVEMENT CONSTRUCTION CONTRACT
This contract is required by California Business & Professions Code section 7159

OWNER
Christopher Nedeau
154 Baker Street
San Francisco, CA 94122

CONTRACTOR
Buteo Builders, Inc.
1894 48TH AVE
SAN FRANCISCO, CA 94122

A Notice of Cancellation may be sent to Contractor at the address stated above.

Documents to Be Incorporated in the Contract: Listed on Attachment A

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed (the "Project"): Listed on Attachment B.

Approximate Start Date: 2/1/2021

Approximate Completion Date (nor including work on the garage floor): 5/31/2021

Contract Price: \$159,729.00

Finance Charges: None.

Right to Copy of Executed Contract: You are entitled to a completely filled in copy of this agreement, signed by both you and Contractor, before any work may be started.

Down Payment Amount: \$1,000

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS

Notice of Right to Cancel: The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Three-Day Right to Cancel"



Phase Of Work Completed, Including Type And Amount Of Work Or Services	Payment Amount
Contractor's performance of the Work through the Date of Substantial Completion	\$149,729.00
Contractor's performance of the concrete work on the floor of the garage	\$10,000.00

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

Note about Deposits: If your contract calls for long-lead items such as steel framing, windows, doors, cabinets, etc., the supplier of such items may call for a significant deposit before commencing manufacture of the items for your project. To protect you from incurring finance charges or to protect Contractor from having to finance your project or from taking deposits which are precluded under California law, Contractor may require you to pay the deposit to the supplier directly or to use such other processes as you and Contractor agree will provide the required deposits to any suppliers without passing through Contractor's accounts. Contractor will credit you in its invoicing for the amount of the deposit and apply Contractor's related fee when the related item is received at the project.

Note about Extra Work and Change Orders: Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

The buyer may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. An extra-work or change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

In determining prices for change orders when a lump sum is not determined in advance, Contractor will use the labor rates reflected on Attachment J, and Contractor will add to labor and material charges 10% for overhead and 5% for profit.

Release of Lien: Upon satisfactory payment being made for any portion of the work performed, the Contractor shall prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanic's lien pursuant to Section 8134 of the Civil Code, as applicable, for that portion of the work for which payment has been made.

Release of Lien: Upon satisfactory payment being made for any portion of the work performed, the Contractor shall prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanic's lien pursuant to Section 8134 of the Civil Code, as applicable, for that portion of the work for which payment has been made.

Commercial General Liability Insurance (CGL): Contractor carries general liability insurance: Houston Specialty Insurance Co. Contractor's insurance company may be contacted at: 713-935-4920, to check the Contractor's insurance coverage.

Workers' Compensation Insurance: Contractor carries workers' compensation insurance for all employees. State Compensation Ins Fund. Contractor's insurance company may be contacted at: 888-782-8338, to check the Contractor's insurance coverage.

Payment and Performance Bonds: Owner has the right to require Contractor to supply payment and performance bonds, at Owner's expense.

OWNER


CHRISTOPHER NEDEAU

Dated: January 31, 2021

CONTRACTOR

Buteo Builders, Inc.,
a California corporation

By: 
CHARLES VAUGHAN, President

Dated: January 31, 2021

Contractor's License No. 1015230

Attachment A

Schedule of Contract Documents

Construction Contract

Attachment A:	Schedule of Contract Documents
Attachment B:	Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed
Attachment C:	Special Conditions
Attachment D:	General Conditions Exhibit 1 – Project Directory Exhibit 2 – Scope of Foundation Work
Attachment E:	Mechanics Lien Warning [Required by State of California]
Attachment F:	Information about the Contractors' State License Board (CSLB) [Required by State of California]
Attachment G:	Three-Day Right to Cancel (signature required to be effective) [Required by State of California]
Attachment H:	Notice of Cancellation (2 copies) [Required by State of California]
Attachment I:	Schedule of Rates and Fees for Change Orders
Attachment J:	Change Order Form
Attachment K:	Notice of Completion Form

Attachment B

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed

The Project shall consist of the removal of remaining existing brick foundation, providing underpinning if required, at the Northwest corner of 102 Baker Street, San Francisco, California (the "Building"), providing all reinforcing steel, tiedowns, anchor bolts, formwork and concrete for the foundation, including accommodating the foundation for moment frames, waterproofing of the exterior side of the east, south and west walls as further described in Exhibit 2 to Attachment D – General Conditions.

Owner acknowledges that Buteo Builders is successor to a prior contractor on this Project and that damage to 104 Baker Street, San Francisco ("104 Baker") occurred during construction by the prior contractor. Owner shall employ another contractor to repair damage that occurred to 104 Baker due to the prior work.

Contractor's scope of work shall consist of following:

The scope of foundation work includes removal of remaining existing brick foundation, providing underpinning if required, at the North West corner of the Building, providing all reinforcing steel, tiedowns, anchor bolts, formwork and concrete for the foundation, including accommodating the foundation for moment frames, waterproofing of the exterior side of the east, south and west walls between gridlines 2 and 6. The scope of work will not include the back or front stairs or the added stairs on A2.1, the tradesmen and backyard patios, or the sand trap in the center of the garage. Adding grade beams, prepping and installing the waterproof membrane and sealing all penetrations. Pouring the floor slab and attaching the existing framed walls to new foundation. All of the Work in accordance with the drawings and specifications described hereafter. Perform the Work in accordance with the following comments, additions, and details on the architectural and structural drawings:

Structural Drawings by Himmati Engineering, Structural engineers.

Sheet Comments

S1 STRUCTURAL NOTES (10/31/19):

2. SPECIAL INSPECTIONS REQUIREMENTS AND TESTING
 - A. WHERE THERE IS A CONFLICT BETWEEN CODES, CONTACT THE ENGINEER OF RECORD FOR CLARIFICATION.
 - C. SPECIFIC ITEMS SHALL BE INSPECTED OR TESTED
 1. ALL STRUCTURAL WELDING
 2. REINFORCING STEEL AND WELDED WIRE MESH PLACEMENT
 4. HOLDDOWN PLACEMENT
 6. BOLTS IN CONCRETE
 - D. NOTIFY ENGINEER MINIMUM OF 48 HOURS BEFORE ANY INSPECTION OR TESTING

5. FOUNDATIONS: these all give instructions for building excavations, Forms and Reinforcing inspection
 - A.
 - B.
 - C.

D.

6. CONCRETE

A.

B.

C. CONCRETE MIX AND DESIGN.

D. SUBMIT MIX DESIGN FOR PROJECT ENGINEER, HIMMATI ENGINEERING

7. REINFORCING STEEL: Standards for same, approved devices to hold steel and installation details.

A.

B.

C.

D.

E.

F.

S1.1 GEOTECHNICAL NOTES (10/31/19):

D. SOILS REMOVAL AND RECOMPACTION PER GEOTECHNICAL INVESTIGATIONS. SOILS WORK SHALL BE OBSERVED AND TESTED BY THE GEOTECHNICAL ENGINEER

E. GEOTECHNICAL ENGINEER SHALL OBSERVE FOOTING EXCAVATIONS BEFORE PLACEMENT OF REINFORCING OR CONCRETE

G. BACKFILL: materials and standards of installation

H. TEMP SHORING: Design and construction to be reviewed and approved by Geotechnical Engineer.

I. EXPOSED SOILS SHALL BE PRE-WETTED PRIOR TO PLACEMENT OF CONCRETE.

K. Direction is to verify all site conditions in field, coordinate with Soils Report. All questions to be reviewed by Geotechnical Engineer.

S1.2 NOTES(10/31/19): following details relate to Foundation work:

Detail 2: Typical Shear wall transfer detail

Detail 7: Anchor Bolts

Detail 8: Tie Down direction

S1.3 DETAILS and NOTES (10/31/19): following details relate to Foundation work:

Detail 1: SCHEDULE, Rebar and Bolts in Concrete

Detail 2: SPECIAL INSPECTION: required for

2. Bolts installed in new concrete

4. Reinforcing Steel

20. Hold downs

Structural Observation per Sec 1709...

Foundations

Steel Framing

Detail 7 TYP (N) POST AND (N) FTG

- S2 FIRST FLOOR /FOUNDATION PLAN (10/31/19) shows locations and details indicators for
 Grade Beams
 Soils Stacks locations
 HD (Hold Down) locations
- S4 FOUNDATION DETAILS (10/31/19)
 Detail 2. Exterior Wall footing, neighbors' floor above our floor
 Detail 3. Exterior Wall footing, neighbors' floor below our floor
 Detail 4. Grade Beam at East Wall
 Detail 5. Curb Between Garage and Occupied rooms
 Detail 6. Stepped Grade Beam
- S5 FOUNDATION DETAILS (10/31/19)
 Detail 1. Vertical Wall joint
 Detail 3. grade Beam
 Detail 4. Foundation at Moment Frame
 Detail 5. Slab on Grade Details
 Detail 6. Wall Footing at Step
 Detail 9. Hold down to New Foundation

WATERPROOF MEMBRANE: In addition to notes on Structural Drawing, Sheet S5: Membrane will be 8 mil, self-healing as called for on S-5.

•INSTALLATION of waterproof membrane to be per manufacturers recommendations, including minimum overlaps and cementing. Use only tape and cement recommended. Seal all penetrations and any permanent penetrations with sealant and wrap as recommended.
 Notify the Architect and Owner's Representative 72 hours prior to installation

•REPAIR: Upon completion of setting all slab reinforcing, and immediately prior to pour of concrete, review entire membrane with General Contractor. Repair all damage on the spot. Lap tape 6" and roller until mastic appears along the sides.

ARCHITECTURAL Drawings by Joram Altman, Architect.

- A1.1 EXISTING/DEMO PLANS (5/17/18): See NOTES, center of page, Note A.
- A4.2 REMODELED SECTION (5/17/18): SECTION C-C
 Showing ground floor slab and grade beams
- A4.3 REMODELED SECTION (5/17/18): SECTION F-F
 Showing ground floor slab and grade beams

Attachment C

SPECIAL CONDITIONS

1. **List of Documents Incorporated into the Agreement.** This Agreement hereby incorporates herein by reference, as though set forth in full, the General Conditions which is attached hereto and marked Attachment D and the documents identified as Design Documents in Attachment B hereto.

2. **Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.** The scope of foundation work includes removal of remaining existing brick foundation, providing underpinning if required, at the North West corner of the Building, providing all reinforcing steel, tiedowns, anchor bolts, formwork and concrete for the foundation, including accommodating the foundation for moment frames, waterproofing of the exterior side of the east, south and west walls between gridlines 2 and 6. The scope of work will not include the back or front stairs or the added stairs on A2.1, the tradesmen and backyard patios, or the sand trap in the center of the garage. Adding grade beams, prepping and installing the waterproof membrane and sealing all penetrations. Pouring the floor slab and attaching the existing framed walls to new foundation. All of the Work in accordance with the drawings and specifications described hereafter. Perform the Work in accordance with the following comments, additions, and details on the architectural and structural drawings.

3. **Prior Work.** Owner previously entered a contract for construction of the Work with ("Prior Contractor") which contract Owner terminated. Owner desires to engage Contractor to complete the construction of the Work. Owner and Contractor further acknowledge that Contractor shall not be responsible for and makes no warranty to Owner with regard to the nature or condition of the Prior Work, and Contractor's warranty shall not apply and shall be void as to, including but not limited to, claims that allege defects, deficiencies, or fault of Contractor concurrently with allegations of defects, deficiencies, or fault of the Prior Contractor or others for whose acts Contractor is not legally liable. Owner shall employ another contractor to repair damage that occurred to 104 Baker due to the Prior Work. Nevertheless, Contractor shall be responsible for diligent prosecution and implementation of the Work, which Contractor installs on top or over the Prior Work, and for any modifications made by Contractor to the Prior Work. Contractor shall be entitled to additional compensation in excess of the Contract Price and additional contract time for any work not identified nor included in the Contract Price.

3.01. "Prior Work" shall mean all work on the Project performed by or on behalf of the Prior Contractor prior to the date Contractor commences the Work under Section 4, which work took place prior to and entirely separate and apart from any work performed by Contractor under this Agreement.

4. **Commencement and Time of Performance.** Contractor shall commence the Work within 5 days after DBI issues a geo-grout permit and shall complete its work two and one-half months thereafter. Contractor shall perform the Work in accordance with the Construction Schedule prepared by Contractor and shall Substantially Complete the Work by the Date of Substantial Completion.

4.01. **Approximate Start Date.** The approximate start date for the commencement of Work on the Project shall be February 1, 2021.

4.02. **Approximate Completion Date.** The approximate date for the completion of Work on the Project, except the concrete work on the floor of the garage, shall be May 31, 2021 (the "Date of Substantial Completion").

5. Administration of the Project.

5.01. Communications on the Project. The General Conditions describe the communications on the project.

5.02. Construction Superintendent. The Construction Superintendent shall be Charlie Vaughan. The duties of the Construction Superintendent are set forth in the General Conditions.

6. Performance of the Work.

6.01. Permits. Contractor shall obtain plan check, geo-grout, building permit, and/or street encroachment permits as shall be required for the Work. Owner shall pay for all plan check and permit fees. Contractor shall pick up building permits and/or encroachment permits from DBI, and any permit fees paid by Contractor shall be submitted to Owner for separate reimbursement without markup. Owner shall reimburse Contractor for permit fees paid by Contractor within five (5) days after receipt of an invoice therefor. Exhibit 1, which is attached hereto, contains an allowance for Contractor's time in obtaining permits.

6.02. Photographing the Work. Prior to the commencement of the Work, Contractor shall photograph the property of the adjoining property owner and provide those photos to Construction Manager and Owner's Representative. If Owner's Representative so requests, Contractor shall photograph the portions of the Work requested by Owner's Representative and shall send him those photographs by e-mail on a daily, weekly or monthly basis.

6.03. Other Topics. All other topics concerning the performance of the Work are set forth in the General Conditions.

7. Contract Price.

7.01. Amount. Owner shall pay Contractor One Hundred Forty-Nine Thousand Seven Hundred Twenty-Nine Dollars and no cents (\$149,729.00) [the "Contract Price"] for Contractor's performance of the Work through the Date of Substantial Completion. The Contract Price shall include all of the costs associated with the performance of the Work and all of Contractor's profit and home office and field overhead. However, the Contract Price shall not include special inspections, temporary power, surveying, scaffolding, and MEP work. The schedule of values of the Contract Price is attached hereto and marked Exhibit 1.

7.02. Later Payment. Because the concrete work on the floor of the garage of the Building will not be completed by the Date of Substantial Completion, Owner shall be entitled to withhold Ten Thousand Dollars and no cents (\$10,000.00) from the Contract Price. The parties agree that this amount is the value of that work. Owner shall pay this amount to Contractor when Construction Manager or Owner's Representative informs Owner that the work is complete.

8. Payments to Contractor.

8.01. Payment of Contract Price. Owner shall pay the entire Contract Price, less \$10,000.00 as stated in Section 7, including all approved Change Orders, to Contractor on or before ten (10) days after Contractor's work on the punch list is completed. There shall not be any retainages.

8.02. Payment for Concrete in the Garage. Owner shall pay Contractor \$10,000.00 for the concrete work on the floor of the garage on or before ten (10) days after Owner's Representative informs Owner that Contractor's work on the floor of the garage is completed.

8.03. Withholding Payments to Contractor. Owner may withhold payments as a result of (i) defective work and consequential damages not remedied, (ii) claims filed, (iii) failure of Contractor to make payments properly to subcontractors or for labor, materials or equipment or the recording of mechanic's liens, (iv) damage to Owner or another contractor (v) Contractor owes an indemnity obligation to Owner, (vi) Owner has made payments to others on behalf of Contractor, or (vii) persistent failure to carry out the Work in accordance with this Contract or applicable law. The amount Owner may withhold will not exceed 150% of the estimated value of the work needing remedies, claims filed, subcontractor fees, or damage. Any withholding must be explained in writing to Contractor. Payment of withheld amounts shall be paid within 15 days following resolution of the disputed item.

8.04. Unconditional Release. Upon receipt of payment described in Section 7.01, Contractor shall furnish to Owner full and unconditional release from any potential lien claimant claim or mechanics lien authorized in the form specified in Section 8134 of the California Civil Code. Upon receipt of payment described in Section 7.02, Contractor shall furnish to Owner full and unconditional releases from any potential lien claimant who has served a preliminary notice of any claim or mechanics lien authorized in the form specified in Section 8138 of the California Civil Code.

8.05. Payments Do Not Constitute Acceptance. No payment made to Contractor shall be construed as acceptance or approval of any part of the Work.

9. Contractor's Conditions.

9.01. Standard Exclusions: Unless otherwise provided, this Contract does not include labor or materials for the following work, and Contractor shall be entitled to extra compensation and contract time if Contractor performs such work at Owner's request, the cost of the Work is increased, and/or the time for completing the Project is delayed:

- a) Plans, engineering fees, or governmental permits and fees other than those for geogrouting.
- b) Additional work required by governmental plan checkers on final "Red Lined" Job copy of plans that are yet to be issued.
- c) Testing, removal and disposal of any materials containing asbestos (or any other hazardous material as defined by the EPA). If asbestos products, mold, and/or lead or other hazardous materials are known to be present in the building before the Work begins, it is Owner's responsibility to sub-contract the abatement of the asbestos, mold, and/or lead. If asbestos, mold, and/or lead is discovered during the process of renovation, State law requires that work must stop until proper removal or encapsulation has taken place. These delays to the Work schedule and other related costs are not the liability of Contractor. Contractor is not liable for any present or future hazards or injuries related to known or unknown presence of hazardous materials (including asbestos, mold, and/or lead) in the existing structure.
- d) Custom milling of any wood for use in Project.
- e) Moving Owner's property around the site.
- f) Labor or materials required to repair or replace any Owner-supplied materials, unless damaged by Contractor or one of the subcontractors.

- g) Repair of concealed underground utilities not located on prints or physically staked out by Owner which are damaged during construction.
- h) Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual property lines).
- i) Final construction cleaning (Contractor will leave site in "broom swept" condition).
- j) Landscaping and irrigation work of any kind.
- k) Temporary power, or fencing.
- l) Removal of soils under house in order to obtain 18 inches (or code-required height) of clear space between bottom of joists and soil.
- m) Removal of filled ground or rock or any other materials not removable by ordinary hand tools (unless heavy equipment is specified in Scope of Work section above), correction of existing out-of-plumb or out-of-level conditions in existing structure.
- n) Correction of concealed substandard framing.
- o) Rerouting/removal of vents, pipes, ducts, structural members, wiring or conduits, steel mesh which may be discovered in the removal of walls or the cutting of openings in walls.
- p) Removal and replacement of existing rot or insect infestation. Failure of surrounding part of existing structure, despite Contractor's good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within pipes.
- q) Construction of a continuously level foundation around structure (if lot is sloped more than 6 inches from front to back or side to side, Contractor will step the foundation in accordance with the slope of the lot).
- r) Exact matching of existing finishes.
- s) Public or private utility connection fees.
- t) Repair of damage to roadways, driveways, or sidewalks that could occur when construction equipment and vehicles are being used in the normal course of construction.
- u) Cost of correcting or responding to, or impacts caused by, errors and omissions by Owner's design professionals and separate contractors.
- v) Cost of correcting/testing/remediating mold/fungus/mildew and organic pathogens unless caused by the sole and active negligence of Contractor as a direct result of a construction defect that caused sudden and significant water infiltration into a part of the structure.
- w) Cost of removing ponding ground water or other unusual concealed site conditions during excavation.
- x) Extra costs associated with refusal of caisson drilling, cave-ins, etc.
- y) Cost to modify and/or remanufacture custom brackets and other custom-fabricated materials that are manufactured per plans and/or specifications but do not fit properly into the structure.

10. **Default, Termination, and Suspension of the Work.** The General Conditions set forth all matters concerning default, termination, and suspension of the Work.

11. **Insurance.** The General Conditions set forth all matters concerning insurance.

12. **Arbitration of Disputes.** The General Conditions set forth all matters concerning arbitration.

13. Miscellaneous Provisions.

13.01. Entire Agreement. There are no oral understandings, representations, or agreements between Contractor and Owner concerning the Work other than what is set forth in this Agreement and Special Conditions and the General Conditions. This Agreement and the attachments and exhibits attached thereto represent the full and complete agreement between Owner and Contractor regarding the Work as of the date of this Agreement, superseding all prior oral or written understandings, representations, or agreements.

13.02. Severability. A final determination by a court of competent jurisdiction that any provision of this Agreement is invalid, void, or unenforceable shall not affect the validity of any other provision of this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

13.03. Independent Contractor. Contractor represents and warrants to Owner that Contractor is an independent contractor, fully qualified and licensed for the method and manner of completing the Work under the Contract Documents.

13.04. Force Majeure. Strikes, labor disputes, an inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations, judicial orders, government action, civil commotion, a casualty loss, COVID 19, or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance by such party for a period equal to the time during which that party was prevented, delayed, or stopped from its obligations hereunder. If Contractor must stop work due to any of the foregoing reasons, Contractor shall be entitled to an extension of the Date of Substantial Completion but shall not be entitled to obtain demobilization or remobilization costs. Notwithstanding any other provision of this Agreement, if as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), Contractor's work is delayed, disrupted, suspended, or otherwise impacted, including, but limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Contractor's or any subcontractor's workforce and/or unavailability of labor, including by reason of illness or quarantine of its or its subcontractors' employee(s); (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner restrictions and/or directives; and/or (5) fulfillment of Contractor's or any subcontractors' contractual or legal health and safety obligations associated with an Epidemic; Contractor shall be entitled to an equitable adjustment to the Contract Time to account for such disruptions, suspensions, and impacts.

13.05. No Assignment. Contractor shall not assign this Agreement or any amounts due or to become due hereunder without the written consent of Owner, which consent may be withheld in Owner's sole and absolute discretion.

13.06. No Third-Party Beneficiaries. There are no third-party beneficiaries, express, implied, or otherwise, to this Agreement.

13.07. Authority. Each individual executing this Agreement on behalf of Owner and Contractor, as the case may be, hereby warrants and represents that he/she is duly authorized to execute and deliver this Agreement on behalf of said party and that this Agreement shall be binding on the party on behalf of which the individual executed this Agreement.

13.08. Amendment. This Agreement shall not be amended except by a writing, signed by Owner and Contractor, which writing shall expressly state that it is an amendment of this Agreement.

EXHIBIT 1

SCHEDULE OF VALUES

Attachment D

GENERAL CONDITIONS

**GENERAL CONDITIONS FOR THE
HOME IMPROVEMENT CONSTRUCTION CONTRACT
FOR 102 BAKER STREET, SAN FRANCISCO, CALIFORNIA**

The following shall be the General Conditions for the construction contracts and the construction manager agreement for the foundation work on 102 Baker Street, San Francisco, California. Each contractor shall incorporate these General Conditions into each of its subcontracts for work on this project.

1. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.

1.01. Description of the Project. The Project shall consist of the removal of remaining existing brick foundation, providing underpinning if required, at the Northwest corner of 102 Baker Street, San Francisco, California (the "Building"), providing all reinforcing steel, the fabrication and installation of steel, tiedowns, anchor bolts, formwork and concrete for the foundation between gridlines 2 and 6, including accommodating the foundation for moment frames, waterproofing of the exterior side of the east, south and west walls as further described in Exhibit 2. The scope of work will not include the back or front stairs or the added stairs on A2.1, the tradesmen and backyard patios, or the sand trap in the center of the garage.

1.02. Field Measurements. Contractor shall not scale drawings for working dimensions. Contractor shall verify all reference measurements or other dimensions designed to be field verified before ordering materials or performing the Work.

1.03. Requests for Information.

(a) Submission of an RFI. All subcontractors shall send Requests for Information ("RFI's") to its Contractor, and Contractor shall send subcontractor RFI's and its own RFI's to Construction Manager and Owner's Representative. All RFI's shall indicate the specific drawings or specification sections which require clarification and the nature of the clarification requested. If a reply to its RFI is required within a certain period of time in order to avoid a delay, Contractor or Subcontractor shall note that on the RFI.

(b) Response to an RFI. If Owner's Representative concludes that an RFI is unnecessary because the information is sufficiently available in the Contract Documents or in other information previously delivered to Contractor, Owner's Representative shall return the RFI to Contractor and explain where the information may be found that will answer the RFI. Otherwise Owner's Representative shall promptly reply in writing in order to avoid a delay.

1.04. Submittals.

(a) Submission of Submittals. Within five (5) days after the issuance of the geo-grout permit for the Work by the San Francisco Department of Building Inspection ("DBI"), each Contractor shall send a Submittal schedule to Owner, Construction Manager, and Owner's Representative. The Submittal schedule shall list all of the Submittals and shall show the date when each Submittal will be delivered to Owner, Construction Manager, and Owner's Representative. Contractor shall deliver all

Submittals to Owner, Construction Manager, and Owner's Representative by the time stated in the Submittal schedule.

(b) Contractor's Duties regarding Submittals. When each Contractor delivers a Submittal, Contractor shall sign the Submittal, and Contractor's signature shall signify that Contractor reviewed the Submittal, that the Submittal complies with the Design Documents, and that Contractor verified all field dimensions relevant to the Submittal. If a Submittal changes any of the requirements of the Design Documents, the Submittal shall identify those changes. Submittals shall be complete and shall contain all information requested in the Contract Documents and necessary for Owner's Representative's review. If the Submittal does not identify a change to the Design Documents, Contractor shall be liable for any conflicts that occur between the requirements of the Design Documents and the details or substitutions in the Submittal. Contractor shall not be entitled to an increase in the Contract Price if cost of the Work is increased by changes in a Submittal.

(c) Owner's Representative's Review. Within five (5) business days after receipt of a Submittal, Owner's Representative shall review each Submittal, shall deliver a copy to Owner and discuss it with Owner, and shall return it, as approved or rejected and with any comments that Owner's Representative deems appropriate, to Contractor and Construction Manager. If Owner's Representative is unable to review and return a Submittal within five (5) days, Owner's Representative shall send a written notice to Contractor and Construction Manager within two (2) business days after receipt of a Submittal stating when Owner's Representative will be able to complete his review of the Submittal. Owner's Representative shall review and approve or take other appropriate action upon each Submittal but only for the purpose of checking for conformance with information in the Design Documents. Owner's Representative's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(d) Correction of Submittals. If Owner's Representative requests Contractor to revise or correct a Submittal or to deliver a new Submittal, Contractor shall promptly make the requested revisions or shall prepare a new Submittal so as not to cause a delay. Corrected or modified Submittals shall be sent to Owner's Representative for final approval and to Construction Manager, and the portion of the Work described in the Submittal shall not proceed until Owner's Representative has approved the Submittal. Contractor shall highlight all changes to a Submittal that have been revised in order to draw the attention of Owner's Representative to the modifications.

(e) Failure to Deliver Submittals. If Contractor does not provide a Submittal that is required by the Contract Documents, Contractor shall be solely responsible for all design and construction errors and consequential damages which may occur in connection with the portion of the Work for which the Submittal was required. Owner's Representative shall have the right to require Contractor to remove or replace any portion of the Work performed without approved Submittals if the Work is not in accordance with the Contract Documents or if Owner's Representative is unable to determine the performance criteria of the Work in the absence of a Submittal.

2. Administration of the Project.

2.01. Communications on the Project.

(a) Communications. Owner and Contractor shall direct all communications to each other through Construction Manager and Owner's Representative. All Subcontractors shall direct communications to Owner, Construction Manager, or Owner's Representative through Contractor; and

Owner, Construction Manager, or Owner's Representative shall direct all communications to subcontractors through Contractor. If Contractor or any subcontractor receives a directive or instructions from a person associated with a government agency that has jurisdiction over the Work, Contractor shall immediately send a copy of that directive or those instructions to Owner, Construction Manager, and Owner's Representative. Any person or entity who fails to follow the requirements of this subsection (a) and who thereby causes damage to the Work shall be liable for the damage caused by that person or entity.

(b) Confirmation of Verbal Directions. If Construction Manager, Owner, or Owner's Representative gives any verbal instructions to Contractor regarding the performance of the Work, Construction Manager, Owner or Owner's Representative, as applicable, shall confirm his communication, as soon as reasonably possible but in any event within two (2) business days, in an e-mail writing, which shall be sent to Contractor. Contractor shall not be required to follow or be entitled to rely upon any verbal communication from Construction Manager, Owner's Representative, or Owner that has not been confirmed in an e-mail writing.

(c) Instructions from Construction Manager and Owner's Representative. Whenever these General Conditions state that something must be approved or the Contractor must receive directions from Construction Manager and Owner's Representative, Contractor must receive approval or directions from both. If the directions are in conflict, Owner must resolve the conflict. Whenever this Agreement states that something must be approved or the Contractor must receive directions from Construction Manager or Owner's Representative, Owner must give written directions to Contractor deciding who shall approve or give directions.

2.02. Construction Superintendent. The Construction Superintendent is responsible for supervising the Work and the individual to whom communications should normally be directed regarding the Work. If there is to be a change in the Construction Superintendent, Contractor shall notify Owner's Representative and Construction Manager in writing of the name, cell phone number, and e-mail address of the new Construction Superintendent. Whenever the Construction Superintendent is not present at the Building site, the Construction Superintendent shall notify Owner's Representative and Construction Manager of the name of the person who will be at the Building site and who shall be authorized to receive instructions and communications and to make such decisions as may be necessary for the prompt and efficient performance of the Work.

2.03. Access to the Work. Construction Manager, Owner and Owner's Representative shall at all times have access to the Work wherever it is in progress.

2.04. Role of Owner's Representative. Without limiting the duties and responsibilities of Owner's Representative who is named in Exhibit 1, Owner's Representative shall be responsible for the administration of the Construction Contract and for the interpretation of the Design Documents.

2.05. Role of Construction Manager. Without limiting the duties and responsibilities of Construction Manager who is named in Exhibit 1, Construction Manager shall be responsible for overseeing the Work, ensuring that the Work is properly performed, and coordinating the Work under this Agreement with the other contractors on the project.

3. Performance of the Work.

3.01. Standards of Work and Conflicts with Laws.

(a) Compliance with Laws and Industry Standards. Each Contractor and all subcontractors shall furnish all labor, services, materials, equipment, supplies, tools, and other facilities of every kind and description required for the prompt and efficient execution of the Work. Each Contractor shall perform its work in strict compliance with the Contract Documents and the prevailing standards for good workmanship in the City and County of San Francisco. Contractor shall coordinate its work with the work of the other contractors, as directed by Construction Manager, in a manner that will facilitate the efficient and prompt completion of the Work. Each Contractor and its subcontractors shall supervise and direct the Work, using Contractor's and its subcontractors' best skill and attention. Each Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, Contractor shall be fully and solely responsible for the jobsite safety thereof unless Contractor gives 10 days' prior written notice to Owner, Owner's Representative, and Construction that such means, methods, techniques, sequences, or procedures may not be safe.

(b) Limitations on Change Order Requests due to Conflicts. Neither Contractor nor any subcontractor shall be entitled to submit a Change Order Request or to obtain an increase in the Contract Price or an extension of the Date of Substantial Completion if Contractor is aware of a conflict between applicable building codes, laws, or regulations and the Design Documents; and Contractor fails to notify Construction Manager and Owner's Representative of the conflict.

3.02. Contractor's Compliance with Laws. Each Contractor and all subcontractors shall comply with all federal, state, city and other laws, ordinances, rules, and regulations applying to the Work.

3.03. Condition, Storage, and Transportation of Materials. Contractor shall assure that all materials to be used in the performance of the Work are delivered to the Building site in good order and repair and shall protect all materials from damage or destruction while stored at the Building site. Construction materials shall be stored on the Building site in the area designated by Construction Manager.

3.04. Inspections and Observations.

(a) Special Inspections and Testing. Owner's Representative shall engage the services of licensed special inspection and testing agencies, approved by the San Francisco Department of Building Inspection, for all special inspection and testing services that shall be required by the San Francisco Building Code and the Design Documents. Owner shall pay all fees in connection with special inspections and testing. If any special inspections or testing (including that described in subsection (b) hereof) reveals that a portion of the Work fails to comply with the requirements of the Contract Documents or any applicable law, code, ordinance, or regulation, each Contractor shall repair and/or replace that portion of its work, as directed by Owner's Representative or Construction Manager, and Contractor's indemnity obligation, as described in Section 3.10, shall include any loss or damages incurred by Owner due to such improper work, as well as any compensation charged by Owner's Representative and Construction Manager attributable thereto.

(b) Additional Inspections or Testing. Construction Manager and Owner's Representative shall have the authority to order additional inspections and testing, beyond those required under the Contract Documents or by law when it appears that the Work may have been defectively constructed or not constructed in accordance with the Contract Documents.

3.05. Uncovering of Work.

(a) Covering Work prior to Inspection. If Contractor covers a portion of the Work before the Contract Documents or any applicable governmental code or regulation requires that portion of the Work be observed, inspected, or tested, Contractor shall uncover that portion of the Work for Construction Manager's or Owner's Representative's observation or for a special inspection or testing and shall replace it at Contractor's sole expense.

(b) Prompt Inspections. Before covering any portion of the Work described in subsection (a) hereof, Contractor shall send a written notice to Construction Manager and Owner's Representative that shall identify the portion of the Work that is finished and shall state that this portion of the Work is ready for inspection. Thereafter, Construction Manager, Owner's Representative, or a special inspector, as appropriate, will observe, inspect, or test this work as soon as possible.

3.06. Defective or Rejected Work. Both during and after completion of the Work, Construction Manager and Owner's Representative each shall have the authority to reject any portion of the Work that does not conform to the Contract Documents or applicable law and/or to determine that any portion of the Work is defective. If a portion of the Work does not conform to the Contract Documents or is defective, Construction Manager or Owner's Representative, after conferring with Owner, shall send a written notice to Contractor that shall identify the portion of the Work that is being rejected or is identified as defective and shall state why that portion of the Work does not conform to the Contract Documents or is defective. Thereafter, if Contractor does not promptly commence repairs or replace such Work and repair any consequential physical damages resulting therefrom, Owner shall have the right to perform such Work by itself or through others. If Contractor fails to promptly repair or replace defective or nonconforming Work, Contractor shall be liable to Owner for all costs and expenses incurred by Owner in connection with the repair or replacement of nonconforming or defective work, and Contractor's indemnity obligation, as described in Section 3.10, shall include any loss or damages, including damages for economic losses, incurred by Owner, as well as any compensation charged by Construction Manager and Owner's Representative.

3.07. Substantial Completion and Punchlist.

(a) Preparation of the Punchlist. When, in each Contractor's opinion, its work is Substantially Complete, that Contractor shall prepare a punch list of all defects and deficiencies concerning its work and shall send that punch list to Construction Manager and Owner's Representative together with a sign-off on the job card for the Work from the City and County of San Francisco. Construction Manager or Owner's Representative, as determined by Owner, shall then examine the Work to determine whether it is Substantially Complete.

(b) Certificate of Substantial Completion. If Construction Manager or Owner's Representative concludes that the Work is Substantially Complete, he shall issue a certificate of Substantial Completion to Owner and Contractor. If Construction Manager or Owner's Representative concludes that the Work is not Substantially Complete, he shall send a written notice to Contractor that shall list those items and corrections which must be finished in order for the Work to be Substantially Complete; and

Contractor shall complete or correct those items on the list as promptly as possible and shall notify Construction Manager and Owner's Representative when Contractor believes that it has completed all of the items on the list. This process shall continue until Construction Manager or Owner's Representative determines that the Work is Substantially Complete.

(c) Inspection and Performance of Punchlist Work. After the issuance of a certificate of Substantial Completion, Contractor shall perform the work specified on the punch list as quickly as possible. When Contractor completes all punch list work, Contractor shall so notify Construction Manager and Owner's Representative, one of whom shall inspect the punch list work. This process shall continue until Construction Manager or Owner's Representative determines that the Work is complete.

3.08. Contractor Shall Clean the Building Site. Each Contractor and Construction Manager shall periodically remove debris associated with the work of that Contractor from the Building site as often as is necessary to maintain the Building in a clean and orderly condition, to allow easy access to all parts of the Building by Construction Manager, Owner and Owner's Representative. If a Contractor fails to clean and/or repair the Building site, during or on completion of the Work, within two (2) days after written notification from Construction Manager or Owner's Representative to do so, Owner may proceed hire others to clean the Building site, and the cost thereof shall be charged to Contractor and deducted from moneys due Contractor under the Construction Contract.

3.09. Compliance with Health and Safety Requirements. Each Contractor and all subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its work. Each Contractor and all subcontractors shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations regarding health and safety requirements. The contract price paid to each Contractor includes amounts required (i) to clean the Building site in order to prevent the transmission of COVID 19, (ii) to comply with all governmental rules and regulations regarding COVID 19, (iii) to perform regular deep cleaning of the work area, and (iv) for each Contractor's and subcontractor's workmen to wear masks.

3.10. Indemnification.

(a) Indemnity Obligation of Each Contractor and its Subcontractors. Each Contractor and its subcontractors shall indemnify and hold harmless Owner, but not any design professional, consultant or other agent of Owner, including Construction Manager and/or Owner's Representative, from and against all property damage, consequential damages (including but not limited to damage to any portion of the Building site), personal injuries, liens, injuries, claims, damages, fines, penalties, costs, and expenses, including attorney's fees, expert fees, and litigation or arbitration costs, arising out of or resulting from (i) the negligent performance of its work (to the extent that a Contractor or a subcontractor is liable therefor), and/or (ii) a breach of the Contract Documents (to the extent that Contractor or a subcontractor is liable therefor). If Contractor or any subcontractor fails to carry the insurance policies described in Section 7.02 or if Contractor's or any subcontractor's insurance policies fail to comply with the requirements of Section 7.03, Contractor and the defaulting subcontractor shall indemnify, defend, protect, and hold Owner harmless to the same extent that Owner would have been defended, protected, and indemnified had those insurance policies or provisions been in effect. Nothing herein abridges the rights, if any, of Owner or Contractor to seek contribution from others where appropriate.

(b) Owner shall defend, indemnify, and hold harmless Contractor, and its subcontractors, from and against any and all claims, demands, causes of action, damages, liabilities, losses and expenses arising from the Project and/or the Contract to the extent caused by the fault of Owner or its consultants,

design professionals or agents, including Construction Manager and/or Owner's Representative, so long as Contractor's performance of the Work is fully in compliance with the Contract Documents, applicable law, and the directions of Construction Manager and Owner's Representative..

(c) Except in the case of failure by Owner to make payment as required under this Agreement, if (i) any lien or claim which may ripen into a lien is made or filed against the property comprising the Project site as a result of the prosecution of the Work, and (ii) Contractor fails to settle such lien or claim to Owner's satisfaction (including the recording of a full release if a lien has been recorded) within thirty (30) days after written notice from Owner, then Owner may, as its option, settle such lien or claim directly with the holder thereof and deduct all costs and expenses associated with such settlement from the Contract Price hereunder.

3.11. Taxes, Payroll, and Payroll Burden.

(a) Payment Obligations. Each Contractor and all subcontractors shall (i) pay all hourly wages to its employees, (ii) pay all taxes and contributions, commonly referred to as "payroll burden," for unemployment insurance, old age retirement benefits, pensions and annuities or other union benefits which may now or hereafter be imposed by the United States or any state, union, or collective bargaining organization, whether measured by wages, salaries, or remuneration paid to persons employed by Contractor or otherwise, for the Work; (iii) comply with all federal and state laws, statutes, rules, and regulations concerning taxes or contributions; (iv) maintain suitable books and records regarding the payment of such items; and (v) pay all taxes, assessments and other charges levied by any governmental authority on or because of the Work or on any equipment, supplies, or materials used in the performance of the Work. If Owner is advised that a Contractor has not made payments in accordance with this section, Owner shall have the right to withhold money to make those payments from money otherwise due to that Contractor.

(b) Notices. As provided in Section 8104 of the California Civil Code, if each Contractor or any subcontractor fails to pay compensation to a laborer working for that Contractor or subcontractor, written Notice must be provided to the laborer, Owner, and construction lender, if any, of that failure, not later than the date when the compensation is due, of the information required by Section 8104.

3.12. Warranty and Guaranty.

(a) Warranty. Each Contractor hereby represents and warrants to Owner that all materials and equipment furnished to the Work shall be new and that the Work shall be of good quality, free from faults and defects, and in conformance with the Contract Documents and applicable law. Specifically, but not by way of limitation, any portion of the Work that does not conform to these requirements, including substitutions not properly approved and authorized by Owner's Representative, shall be considered a breach of that Contractor's warranty, regardless of whether the portion of the Work that is in breach of this warranty has injured any person or damaged any portion of the Project. Contractor provides a limited warranty against material defects on all Contractor and subcontractor supplied labor and materials used in this project for a period of one year following substantial completion of all Work. This warranty covers normal usage only. Owner must contact Contractor in writing for warranty service immediately upon discovering an item in need of warranty service. If the matter is urgent, Owner must also call Contractor and send written notice of the need for warranty service. Promptly after receipt of the written notice from Owner, Contractor shall repair or replace (i) the portion of the Work that is in breach of warranty, (ii) consequential physical damages caused by the portion of the Work that is in breach of warranty, and (iii) damage caused during the correction of the portion of the Work that is in breach of

warranty. Contractor shall bear all costs of correcting such work and the consequential physical damage as a result of such work. No warranty is provided by Contractor on any materials furnished by Owner for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by Contractor within the dwelling or the property (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process). One year after substantial completion of the Project, Owner's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer, not with Contractor, so long as Contractor provided Owner with a copy of the manufacturer's warranty prior to the Date of Substantial Completion. Repair of the following items and related damages of every kind are specifically excluded from Contractor's warranty: problems caused by lack of Owner maintenance; problems caused by Owner abuse, Owner misuse, vandalism, Owner modification, or alteration; and ordinary wear and tear. Damages resulting from mold, fungus, other organic pathogens or the presence of lead, asbestos, or other toxic substances are excluded from this warranty unless caused by the negligence of Contractor. If Contractor fails to act promptly to correct work that is in breach of warranty, after seven (7) days written notice to Contractor, Owner may correct such work through others, and Contractor shall pay the total cost and expense associated with the repair work described herein.

3.13. Recordation of a Notice of Completion. After all of the Work is complete, Owner's Representative shall prepare a notice of completion in the form provided in Section 8182 of the Civil Code. Owner shall execute that notice of completion and shall record it in the official records of the City and County of San Francisco within fifteen (15) days after the Work is complete. Within ten (10) days after the recordation of the notice of completion, Owner's Representative shall send a written notice stating that a notice of completion has been recorded to Contractor and to all potential lien claimants as provided in Section 8190 of the California Civil Code.

3.14. Mutual Waiver of Delay Damages. Except when Contractor is compelled to perform work pursuant to a Construction Change Directive, as provided in Section 4.05(c) (in which case, Contractor may pursue a claim), Owner and each Contractor and subcontractor hereby waive any claim that either might have against the other for delay damages.

4. Changes in the Work.

4.01. Statutory Requirements. Owner may not require a Contractor to perform extra or change order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against Owner unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of work encompassed by the order, (ii) the amount to be added or subtracted from the Contract Price, (iii) the effect the order will have on the progress payments or the Completion Date.

4.02. Requirements for Change Orders.

(a) Submission of a Change Order Request. Each Contractor and all subcontractors shall submit a Change Order Request to Construction Manager and Owner's Representative within seven (7) business days after Contractor receives an RFI, a response to a Submittal or other communication that Contractor believes entitles it to an increase in the Contract Price. If the Contractor or a subcontractor also believes that it is entitled to an extension of the Date of Substantial Completion, Contractor shall include that claim in the Change Order Request. The Change Order Request shall describe why Contractor is entitled to an increase in the Contract Price or an extension of time to complete the work with specific references to the portions of the Design Documents that justify the increase or extension. Owner's Representative shall immediately send all Change Order Requests to Owner and shall keep copies of all

Change Order Requests and responses to Change Order Requests and shall maintain a log showing when all Change Order Requests were received and when responses to Change Order Requests were sent to Contractor.

(b) Time for Response. After conferring with Construction Manager, Owner's Representative must respond within five (5) business days after the Change Order Request is received.

(c) Adequacy of a Change Order Request. If the information required by Section 4.01 or subsection (a) hereof is missing or deficient, Owner's Representative within three (3) business days after receipt of the Change Order Request shall send a written notice ("Deficiency Notice") to Contractor describing the missing information or deficiency; and Contractor shall supply the missing information or correct such deficiency within three (3) business days after receipt of the Deficiency Notice. The time period for a response to a Change Order Request shall not commence until all of the information required by subsection (b) hereof has been submitted.

(d) Acceptance or Rejection of a Change Order Request. Within the time provided in subsection (c), Owner's Representative, after conferring with Owner, must send one of the following to Construction Manager, Contractor and Owner (i) a signed Change Order Request signifying the Owner's approval, (ii) a note on the Change Order Request describing Owner's Representative's disagreement regarding the Cost of the Additional Work, the proposed decrease in the Contract Price or the proposed extension of the Date of Substantial Completion, or (iii) a rejection of the Change Order Request with a written statement explaining why the Change Order Request does not represent a change in the Work. A Change Order Request, signed by Owner's Representative, shall be a Change Order.

4.03. Contractor's Profit and Overhead. Each Contractor and each subcontractor shall be entitled to a profit in the amount of five percent (5%) of the cost of additional work and an increase of field and home office overhead in the amount of ten percent (10%) of the cost of additional work for all Change Order Work as provided in the General Conditions. If the Change Order results in a decrease in the cost of the Work, Contractor's and subcontractor's profit will be decreased by five percent (5%) of the decrease in the cost of the work.

4.04. Construction Change Directives.

(a) Grounds for Issuance of a Construction Change Directive. A Construction Change Directive shall be issued when (i) Contractor is asked or directed to perform a certain scope of Work and (ii) there is a dispute regarding (1) whether the scope of Work would otherwise require a Change Order, (2) the amount of the Cost of Additional Work, (3) the decrease in the Contract Price, or (4) whether Contractor is entitled to an extension of the Date of Substantial Completion.

(b) Contents of a Construction Change Directive. A Construction Change Directive may require a Contractor to proceed with certain items of Work (i) without a change to the Contract Price, (ii) for the cost of additional work specified in the Construction Change Directive, (iii) if there has been a reduction in the scope or cost of the Work, in accordance with a decrease in the Contract Price, or (iv) to document changes in the Schedule of Value which do not increase or decrease the Contract Price. A Construction Change Directive must be signed by Owner's Representative and shall be sent to Contractor and Construction Manager. It shall be used in the absence of an agreed Change Order.

(c) Each Contractor's Obligations. Upon receipt of a Construction Change Directive, each Contractor shall promptly proceed with the scope of work designated therein for the cost and in

accordance with the Construction Schedule specified in the Construction Change Directive. Within seven (7) business days after receipt of a Construction Change Directive, each Contractor shall advise Owner's Representative in writing of that Contractor's disagreement with any of the terms of the Construction Change Directive. Owner's Representative and Contractor shall use their best efforts to resolve the dispute as promptly as possible, but in no event shall a Contractor cease or delay in the performance of its Work, including the disputed work on the project, as a consequence of such dispute.

(d) Agreement to a Construction Change Directive. If a Contractor signs a Construction Change Directive and returns it to Owner's Representative, the signed Construction Change Directive shall constitute a Change Order.

4.05. Changes Based Upon Prior Work. Contractor inspected the Work prior to signing the Agreement and on that basis has agreed to the Contract Price, which includes all re-work of the Prior Work to the extent that the re-work needed is patent and/or apparent upon Contractor's visible inspection prior to signing this Agreement. In the event that there exists any re-work which was not reasonably apparent upon Contractor's visible inspection and which is or was a latent defect, Contractor may submit a change order to Owner for an increase to the Contract Price if the costs of such additional re-work cause the Contract Price to be exceeded, or Contractor may seek additional contract time.

5. **Continued Performance.** If any dispute should arise between Owner and a Contractor regarding the Work to be performed, the payments that Owner is required to pay that Contractor, or the manner of accomplishing the Work, Contractor shall nevertheless perform the Work as directed by Owner's Representative pending the settlement or resolution of the dispute.

6. **Default, Termination, and Suspension of the Work.**

6.01. Contractor's or Construction Manager's Default. Construction Manager and each Contractor shall be in default if Construction Manager or that Contractor fails to prosecute the Work with promptness and diligence according to the Construction Schedule. Construction Manager and Contractor shall also be in default if Construction Manager and that Contractor fails to cure any of the following acts or omissions within seven (7) days after written notice from Owner's Representative:

(i) failure to remove or have released any mechanic's lien recorded against the Building or any stop notice claim by any potential lien claimant who has a contractual relationship with that Contractor;

(ii) a material breach of any of the duties or obligations imposed upon that Construction Manager or Contractor by the Contract Documents;

(iii) That Contractor's failure to perform the Work in accordance with a Construction Change Directive, directions from Construction Manager or Owner's Representative, and the prevailing standards for good workmanship;

(iv) the adjudication of Construction Manager or that Contractor as a bankrupt or Construction Manager or that Contractor's assignment for the benefit of creditors or the appointment of a receiver for Construction Manager or that Contractor or its assets or the approval by a court of competent jurisdiction of a reorganization or arrangement proceedings by or against Construction Manager or that Contractor;

(v) any material damage caused by Contractor or one of its subcontractors to the Building (The term "material damage" when used in this sub-part refers shall mean damage in excess of Twenty Thousand Dollars [\$20,000.00].); and

(vi) any defective or deficient work that Contractor has not remedied.

Notwithstanding the foregoing, if a Contractor shall require more than seven (7) days to cure the acts or omissions described above and if that Contractor commences its cure within seven (7) days after notice from Construction Manager or Owner's Representative, that Contractor shall not be in default if that Contractor cures the acts or omissions described above within the time period that Contractor and Construction Manager or Owner's Representative shall agree upon in writing.

6.02. Owner's Remedies.

(a) Reduction of the Contract Price. If Construction Manager or Contractor fails to cure a default after written notice within the period provided in Section 6.01, Owner, without terminating the Agreement, may delete the scope of Work that is the subject of the notice of default and have the scope of Work performed by others. The Contract Price shall be reduced by the greater of: (1) the cost to perform the portion of the Work deleted from the Agreement as indicated in the Schedule of Values, together with a proportionate share of Contractor's fee and general conditions costs or (2) the costs and expenses incurred by Owner in performing that portion of the Work by others.

(b) Owner's Right to Terminate Construction Manager and Contractor. If Construction Manager or Contractor fails to cure a default after written notice within the period provided in Section 6.01, Owner shall have the right to terminate Construction Manager or Contractor. As a consequence of the termination of Construction Manager or Contractor after its default:

(i) Owner shall have the right to enter upon the Building site and take possession, for the purpose of completing the Work, of all materials, equipment, tools, plant facilities, and services therefor to the extent that any of the same were purchased by Contractor or any subcontractor in connection with the performance of the Work.

(ii) Construction Manager or Contractor shall not be entitled to receive further payment until the entirety of the Work is completed, at which time, (1) if the cost and expenses incurred by Owner in finishing the Work shall be less than the Contract Price, Owner shall pay Contractor the Contract Price, less those costs and expenses or (2) if the cost and expenses incurred by Owner in finishing the Work shall exceed the Contract Price, Construction Manager or Contractor shall pay the difference to Owner. The costs and expenses incurred by Owner shall include all additional fees and expenses charged by Owner's Representative, all unpaid costs incurred by Contractor prior to termination to the extent that Owner has paid or acknowledges responsibility for such costs, all payments for labor, materials, equipment, tools, plant facilities, services and all other obligations of the replacement contractor incurred in performing the Work, and all other costs and expenses incurred by Owner, including but not limited to, attorney's and consultant fees and costs. The foregoing shall be in addition to Contractor's liability for all other damages permitted by the Contract Documents.

(c) Assignment by Construction Manager and Contractor. Construction Manager and each Contractor hereby assign, transfer, and set over to Owner all and every part of its materials, equipment, tools, plant facilities, its subcontracts, and its purchase orders related to the Work; provided that such assignment shall only be effective after Owner shall have terminated Contractor for default. Contractor

agrees that it shall confirm this assignment by executing those written instruments which Owner may hereafter request Contractor to execute and by promptly delivering those written instruments to Owner.

(d) Owner's Rights Are Not Exclusive. The rights of Owner, as described in this Section 6.02, shall not be exclusive. In case of any default or breach of any of the terms of this Agreement, Owner shall have the right to recover damages and to pursue any other rights or remedies accorded by law or in equity.

6.03. Owner's Right to Terminate for its Convenience. In addition, Owner shall have the right to terminate Construction Manager and Contractor at any time for Owner's convenience by giving seven (7) days written notice of termination. In the event of such termination, Owner shall pay Construction Manager and Contractor the unpaid cost of the Work performed by Construction Manager and Contractor, plus any reasonable costs incurred by Construction Manager and Contractor in connection with the termination. As a condition precedent for receiving any of the sums stated herein, Construction Manager and Contractor shall execute such documents as Owner may reasonably request to effectuate an assignment to Owner of all of Contractor's rights and subcontracts related to the Work. Owner shall indemnify and hold harmless Contractor from and against any liability to its subcontractors as a result of such termination.

6.04. Suspension of the Work.

(a) Owner's Right to Suspend the Work. Owner shall have the right to suspend performance of all or a portion of the Work, from time to time, for its convenience, by giving written notice to Contractor, Construction Manager, and Owner's Representative. If there is a suspension of the Work, Construction Manager, Contractor and all of its subcontractors, Owner's Representative shall immediately cease his work on the portion of the Work affected by Owner's suspension.

(b) Owner's Liability if Owner Suspends the Work. If there is a suspension of the Work, Owner shall be liable to Construction Manager, each Contractor and Owner's Representative for any additional costs and expenses incurred by each as a result of demobilizing and re-mobilizing due to the suspension of the Work and any other cost specified in the agreements between Owner and, respectively, Contractor and Owner's Representative. In addition, the Date of Substantial Completion shall be extended for a period equal to the period when the Work was suspended and the period required for re-mobilizing, including any delay because Contractor schedules work on other projects. Contractor may terminate this Agreement upon five (5) days' notice to Owner if the Work is suspended for an aggregate of 90 days.

7. Insurance.

7.01. Owner's Insurance.

(a) Builder's Risk Insurance. Owner shall purchase and maintain Builder's Risk Insurance for the Work, Special Form Replacement cost in an amount at least equal to the estimated cost of the Work, including the fees charged by Architect, Engineer, Construction Manager, and Owner's Representative. This insurance shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary building and debris removal including demolition. This insurance shall also cover reasonable compensation for Architect's, Engineer's, Construction Manager, and Owner's Representative's services and expenses required as a result of an insured loss. This insurance shall name as insureds Contractor and its subcontractors of any tier whose names are provided to Owner prior to the start of the

Work and shall cover materials to be incorporated in the Work which are stored off-site or which are in transit. Owner shall be responsible for all premiums and deductibles.

(b) Limits of Coverage of Builder's Risk Insurance. The insurance provided by Owner, as described in subsection (a) hereof, shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment that may be on the Building site, the capital value of which is not included in the Work. Contractor shall make its own arrangements for any insurance it may require on construction equipment.

(c) Owner Shall Process all Property Damage Claims. Owner, as named insured and as fiduciary for other insureds, will process all claims with the insurer under the policy described in subsection (a) hereof for the benefit of Owner, Owner's Representative, Construction Manager, Contractor and its subcontractors as their respective interests in the property damaged are described in the Contract Documents.

7.02. Contractor's and Subcontractors' Insurance.

(a) Liability Insurance Policy. Before commencing any Work, Construction Manager and each Contractor shall purchase, and maintain until completion of the Work, a Commercial General Liability Insurance policy (including Personal Injury Liability) in amounts not less than \$5,000,000.00 per occurrence/in the aggregate (whether by primary or excess coverage, and provided that such insurance coverage shall separately apply to the Work) for bodily injury and property damage. Such policy shall include coverage for premises and operations liability, contractual liability (including, but not limited to, Construction Manager's and Contractor's indemnity obligation to Owner and Owner's Representative, as set forth in Section 3.10), products-completed operations hazard, products liability, broad form property damage liability, and liability which Contractor may incur as a result of the operations of its subcontractors. Before commencing any Work, each subcontractor who has a direct subcontract with a Contractor shall purchase, and maintain throughout its performance of the Work, a Commercial General Liability Insurance policy with the same coverages and policy provisions described herein for the liability insurance policy that Contractor is required to maintain, except the amounts carried by each subcontractor shall be not less than \$1,000,000 per occurrence/in the aggregate.

(b) Automobile Insurance Policy. Before commencing the Work, Construction Manager, Contractor, and each subcontractor shall purchase, and maintain until Completion of the Work, an automobile liability insurance policy, in the amount of at least \$1,000,000, for bodily injury and property damage for each accident, for all motor vehicles owned or rented by that contractor and used in the performance of the Work.

(c) Worker's Compensation and Employer's Liability. Before commencing any Work, Contractor and each subcontractor shall purchase, and maintain until Completion of the Work, a Worker's Compensation and Employers' Liability insurance policy covering that contractor's employees for Worker's Compensation benefits, including employers' liability with limits for each accident in an amount not less than \$1,000,000.

7.03. Insurance Requirements

(a) Requirements of all of Construction Manager's, Contractor's and Subcontractors' Insurance Policies. The insurance which Construction Manager, each Contractor and each subcontractor is required to maintain under Section 7.02 shall:

(i) be issued by insurance companies admitted to transact insurance business in the State of California with a financial rating of at least an A-VII as rated in the most recent edition of Best's Insurance Reports (provided, though, no rating will be required for the State Compensation Insurance Fund); and

(ii) contain an endorsement requiring at least thirty (30) days written notice from the insurance company to any additional insured before any cancellation or material change in coverage, scope, or amount of the insurance policy, except that only ten (10) days' notice shall be required for cancellation due to non-payment of premiums.

(b) Requirements relating to Construction Manager's, Contractor's and Subcontractors' Liability Insurance. The liability insurance policies described in subsections (a) and (b) of Section 7.02 shall:

(i) contain an endorsement listing Owner, Construction Manager, and Owner's Representative as additional insureds and shall provide that the additional insureds shall be covered by all coverage provisions in the insurance policy;

(ii) be written as primary policies, not contributing with and not in excess of coverage which Owner, Construction Manager, or Owner's Representative may carry;

(iii) contain an additional insured endorsement substantially in the form of both ISO Forms CG 20 10 04 13 and CG 20 37 04 13;

(iv) be written on an "occurrence" form and not on a "claims-made" basis;

(v) contain a severability of interest clause; and

(vi) not include a cross liability exclusion.

(c) Requirements relating to Builders Risk Insurance. Owner shall cause its insurer to list Construction Manager, each Contractor, and each subcontractor of every tier and materialmen as their interests may appear as additional insureds under the Builders Risk insurance policy described in Section 7.01(a).

7.04. Certificate of Insurance and Policy Endorsements. Construction Manager, each Contractor, and each subcontractor shall provide Owner and Owner's Representative with a Policy Endorsement and a Certificate of Insurance evidencing that each of the policies and the specified provisions required by Sections 7.02, 7.03, and 7.05(b) are in full force and effect. If Contractor or any subcontractor fails to provide the aforesaid Policy Endorsement and Certificate of Insurance to Owner and Owner's Representative before the commencement of the Work and, thereafter, before the expiration or cancellation of these insurance policies, Owner shall have the right, but not the obligation, to procure such insurance in the amounts and according to the terms stated in this Section 7. All costs and expenses incurred by Owner in obtaining such insurance shall be paid by Contractor or the subcontractor that failed to comply with its obligation to obtain insurance within seven (7) days after receiving a bill therefor; and if payment is not made within the aforesaid time period, Owner shall have the right to withhold an amount equal to the cost thereof from any payment due Contractor. If a subcontractor fails to comply with its obligations under this Section 7 and Owner obtains insurance for that subcontractor, Contractor shall have the right to withhold

from that subcontractor an amount equal to the amount withheld by Owner; and Contractor will not be penalized as a result of this default by the subcontractor.

7.05. Waiver of Claims and Waiver of Subrogation.

(a) Waiver of Claims. To the extent that Owner, Owner's Representative, Construction Manager, each Contractor, and any subcontractor, respectively, shall have the right to receive, or has received, insurance proceeds therefor, each of the foregoing hereby waives any claim or right of recovery against the other parties named herein for any loss or damage to their respective property or any loss to their respective businesses or incomes, any loss or damage to the Work, whether or not such loss or damage is caused by the fault or negligence of the other parties.

(b) Waiver of Subrogation. Owner, Owner's Representative, Construction Manager, each Contractor, and all Subcontractors hereby waive, and shall respectively cause the insurance policies obtained by each of them to provide that the insurance company waives, all right of recovery under their respective insurance policies by way of subrogation against the other parties named herein in connection with any damage or loss covered by such policy.

8. Arbitration of Disputes

8.01. Agreement to Arbitrate. NOTICE: YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE AGREEMENT TO WHICH THESE GENERAL CONDITIONS ARE PART, THE WORK PERFORMED BY CONTRACTOR OR ANY SUBCONTRACTOR, ANY DISPUTE ABOUT PAYMENTS DUE CONSTRUCTION MANAGER, CONTRACTOR, OR ANY SUBCONTRACTOR, ANY CLAIM AGAINST OWNER, ARCHITECT, ENGINEER, OWNER'S REPRESENTATIVE, OR CONSTRUCTION MANAGER RELATED TO THE WORK, OR BREACHES OF WARRANTY DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS.

8.02. Arbitration Provisions.

(a) Commencement of Arbitration. The arbitration shall commence when one party to a dispute (the "Offering Party") makes a written offer of compromise ("Offer") to the other party. In order to distinguish an Offer from any other communication, an Offer must state that it is an offer of compromise and must refer to this Section 8.02. If the Offer is not accepted within 15 days, any party may initiate arbitration by delivering to Judicial Arbitration & Mediation Service, Two Embarcadero Center, San Francisco, California 94111 or any other arbitrator chosen by the parties ("Arbitration Organization"): (i) a list of the claims that will be arbitrated, (ii) the names of those persons or entities who are to be parties to the arbitration, (iii) a copy of this Section 8.02, and (iv) whatever documents and fees the Arbitration Organization requires in connection with the initiation of an arbitration. Any party to the arbitration may file a counter claim against the party initiating the arbitration or a cross claim against any other party.

(b) Selection of an Arbitrator. The arbitration shall be decided by one neutral arbitrator who shall be selected in accordance with the then current arbitration rules and procedures of the Arbitration

Organization; provided that the arbitrator selected must meet the qualifications set forth in the next sentence hereof. The arbitrator chosen by the parties or appointed by the Arbitration Organization shall be a retired judge with at least fifteen (15) years of experience as a judge on the bench. The arbitrator shall comply with the disclosure obligations imposed by Section 1297.121 through 1297.123 of the California Code of Civil Procedure.

(c) Arbitration Procedures.

(1) If any party contends that any claim is barred because it was not submitted within the time limits imposed by, or did not otherwise comply with, the requirements of these General Conditions, that party shall raise that contention by filing a motion with the arbitrator before the first preliminary hearing. Before the arbitrator shall consider the merits of any claim, the arbitrator shall determine at the first preliminary hearing whether the claim complied with the requirements of these General Conditions. If the arbitrator finds that a claim was not made in accordance with the requirements of these General Conditions, the arbitrator shall rule that such claim has been waived and/or is barred.

(2) Subject to any provisions to the contrary in this Section 8.02, the arbitration shall be conducted in accordance with the then current Streamlined or Comprehensive Arbitration Rules and Procedures of JAMS or the then current arbitration rules of any other Arbitration Organization if JAMS is not the Arbitration Organization.

(3) There shall be at least one preliminary hearing among the arbitrator and the parties to the arbitration. At the preliminary hearing, the arbitrator shall set dates for the arbitration hearing and shall determine what further information or documentation, if any, should be exchanged prior to the arbitration hearing, whether discovery is necessary, whether pre-hearing and/or post-hearing arbitration briefs will be submitted by the parties, whether the parties will exchange witness lists and arbitration exhibits prior to the arbitration, and any other matter which the arbitrator or the parties desire to consider.

(4) Regardless of the JAMS rules or the provisions of Section 1283.05 of the Code of Civil Procedure to the contrary, if the arbitrator determines that discovery is necessary, the arbitrator shall have the authority to order the parties to produce documents, to conduct inspections of the Building site, and to conduct depositions; and the arbitrator shall also have the authority to issue subpoenas and subpoenas duces tecum. The arbitrator shall have the authority to limit the number of depositions, the scope of depositions, or the time period for depositions in accordance with what the arbitrator shall determine is fair and reasonable under the circumstances. There shall be no written discovery in the form of interrogatories or requests for admissions without the consent of all of the parties to the arbitration. No discovery shall be permitted within thirty (30) days prior to the date set for an arbitration hearing, unless all of the parties to the arbitration stipulate to the contrary in writing.

(5) The arbitrator shall have the authority to impose sanctions on any party for abuse of any of the arbitration procedures or for the failure or refusal of any party to comply with the arbitrator's orders.

(6) Prior to the arbitration hearing, any party may file a motion for summary judgment or a summary adjudication of issues regarding any cause of action, defense, or issues in the matter to be arbitrated. Before any motion is filed, the arbitrator shall set the time deadlines for the filing of motion papers, opposition papers, and reply papers and shall make any other orders that the arbitrator deems just and proper.

(7) In determining the arbitration award, the arbitrator shall enforce all statutes of limitation and statutes of repose under California law applicable to the claim of any party.

(d) Preliminary Arbitration Award and Remedies. The arbitrator shall make a preliminary award no later than thirty (30) days after the conclusion of the arbitration hearing. The arbitrator shall have the authority to issue an arbitration award that grants all recognized remedies available in law or in equity for any claim asserted in the arbitration. Notwithstanding the preceding sentence, the arbitrator shall not have the authority to issue an award granting punitive damages or an award for damages for delays.

(e) Prevailing Party and the Final Arbitration Award. The Offer shall not be shown to the arbitrator until after the arbitrator has made his/her award upon the conclusion of the arbitration hearing. The arbitrator and the court in any subsequent court proceeding shall determine the prevailing party(s) based upon the party(s) whom the arbitrator determines obtained a more favorable preliminary award in the arbitration than was set forth in the Offer applicable to that party. The final arbitration award shall include the preliminary arbitration award, the determination of the prevailing party(s), and the fees and costs awarded to the prevailing party(s).

(f) Enforcement of the Arbitration Award. The award of the arbitrator shall be final and binding upon the parties to the arbitration; and any party may seek to enforce the award before the Superior Court of the City and County of San Francisco, State of California by having judgment entered in accordance with the arbitrator's award.

9. Subcontracts. Each Contractor shall incorporate these General Conditions into all of its subcontracts. Each Contractor shall deliver all subcontracts to Construction Manager prior to the start of construction of the Work in order to ensure that these sections are incorporated into all of the subcontracts. Contractor shall deliver to Owner's Representative insurance certificates and policy endorsements from Subcontractors' insurers in accordance with the requirements of Section 7.04, and Owner's Representative shall send them to Owner.

EXHIBIT 1

PROJECT DIRECTORY

OWNER

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OWNER'S REPRESENTATIVE

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CONSTRUCTION MANAGER

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ARCHITECT

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CONTRACTOR

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CONTRACTOR

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EXHIBIT 2

SCOPE OF FOUNDATION WORK

Scope of Foundation work includes removal of remaining existing brick foundation, providing underpinning if required, at the North West corner of the Building, providing all reinforcing steel, the fabrication and installation of steel on the plans, tiedowns, anchor bolts, formwork and concrete for the foundation, including accommodating the foundation for moment frames, waterproofing of the exterior side of the east, south and west walls. Adding grade beams, prepping and installing the waterproof membrane and sealing all penetrations. Pouring the floor slab and attaching the existing framed walls to new foundation. All of the Work in accordance with the drawings and specifications described hereafter. Perform the Work in accordance with the following comments, additions, and details on the architectural and structural drawings:

Structural Drawings by Himmati Engineering, Structural engineers.

Sheet Comments

S1 STRUCTURAL NOTES (10/31/19):

2. SPECIAL INSPECTIONS REQUIREMENTS AND TESTING
 - A. WHERE THERE IS A CONFLICT BETWEEN CODES, CONTACT THE ENGINEER OF RECORD FOR CLARIFICATION.
 - C. SPECIFIC ITEMS SHALL BE INSPECTED OR TESTED
 1. ALL STRUCTURAL WELDING
 2. REINFORCING STEEL AND WELDED WIRE MESH PLACEMENT
 4. HOLDDOWN PLACEMENT
 5. MOMENT CONNECTIONS
 6. BOLTS IN CONCRETE
 - D. NOTIFY ENGINEER MINIMUM OF 48 HOURS BEFORE ANY INSPECTION OR TESTING
5. FOUNDATIONS: these all give instructions for building excavations, Forms and Reinforcing inspection
 - A.
 - B.
 - C.
 - D.
6. CONCRETE
 - A.
 - B.
 - C. CONCRETE MIX AND DESIGN.
 - D. SUBMIT MIX DESIGN FOR PROJECT ENGINEER, HIMMATI ENGINEERING
7. REINFORCING STEEL: Standards for same, approved devices to hold steel and installation details.
 - A.
 - B.

- C.
- D.
- E.
- F.

12. RIGID FRAME CONNECTIONS IN STEEL: Details direction for welding

- A.
- B.
- C.
- D.
- E.
- F.
- G.

S1.1 GEOTECHNICAL NOTES (10/31/19):

- D. SOILS REMOVAL AND RECOMPACTION PER GEOTECHNICAL INVESTIONS. SOILS WORK SHALL BE OBSERVED AND TESTED BY THE GEOTECHNICAL ENGINEER
- E. GEOTECHNICAL ENGINEER SHALL OBSERVE FOOTING EXCAVATIONS BEFORE PLACEMENT OF REINFORCING OR CONCRETE
- G. BACKFILL: materials and standards of installation
- H. TEMP SHORING: Design and construction to be reviewed and approved by Geotechnical Engineer.
- I. EXPOSED SOILS SHAL BE PRE-WETTED PRIOR TO PLACEMENT OF CONCRETE.
- K. Direction is to verify all site conditions in field, coordinate with Soils Report. All questions to be reviewed by Geotechnical Engineer.

S1.2 NOTES(10/31/19): following details relate to Foundation work:

- Detail 2: Typical Shear wall transfer detail
- Detail 7: Anchor Bolts
- Detail 8: Tie Down direction

S1.3 DETAILS and NOTES (10/31/19): following details relate to Foundation work:

- Detail 1: SCHEDULE, Rebar and Bolts in Concrete
- Detail 2: SPECIAL INSPECTION: required for
 - 2. Bolts installed in new concrete
 - 4. Reinforcing Steel
 - 20. Hold downs

Structural Observation per Sec 1709...
 Foundations
 Steel Framing

Detail 7 TYP (N) POST AND (N) FTG

S2 FIRST FLOOR /FOUNDATION PLAN (10/31/19) shows locations and details indicators for

Moment Frames
Grade Beams
Soils Stacks locations
HD (Hold Down) locations

S4 FOUNDATION DETAILS (10/31/19)

Detail 1. Exterior Wall footing
Detail 2. Exterior Wall footing, neighbors' floor above our floor
Detail 3. Exterior Wall footing, neighbors' floor below our floor
Detail 4. Grade Beam at East Wall
Detail 5. Curb Between Garage and Occupied rooms
Detail 6. Stepped Grade Beam

S5 FOUNDATION DETAILS (10/31/19)

Detail 1. Vertical Wall joint
Detail 2. Post Footing
Detail 3. Grade Beam
Detail 4. Foundation at Moment Frame
Detail 5. Slab on Grade Details
Detail 6. Wall Footing at Step
Detail 7. Stair Support Wall
Detail 8. Landing and Steps at front door.
Detail 9. Hold down to New Foundation

WATERPROOF MEMBRANE: In addition to notes on Structural Drawing, Sheet S5: Membrane will be 8 mil, self-healing as called for on S-5.

•**INSTALLATION** of waterproof membrane to be per manufacturers recommendations, including minimum overlaps and cementing. Use only tape and cement recommended. Seal all penetrations and any permanent penetrations with sealant and wrap as recommended.

Notify the Architect and Owner's Representative 72 hours prior to installation

•**REPAIR:** Upon completion of setting all slab reinforcing, and immediately prior to pour of concrete, review entire membrane with General Contractor. Repair all damage on the spot. Lap tape 6" and roller until mastic appears along the sides.

SH1 SHORING PLANS, NOTES AND DETAILS (10/31/19)

ARCHITECTURAL Drawings by Joram Altman, Architect.

A1.1 EXISTING/DEMO PLANS (5/17/18): See NOTES, center of page, Note A.

A2.1 REMODELED PLANS (5/17/18): FIRST FLOOR PLAN shows:
Drainage requiring underground drain lines

RWL, requiring underground drain lines
Plumbing Stacks (SS) requiring underground lines
Fire suppression Standpipe, requiring underground line.

A4.2 REMODELED SECTION (5/17/18): SECTION C-C
Showing ground floor slab and grade beams

A4.3 REMODELED SECTION (5/17/18): SECTION F-F
Showing ground floor slab and grade beams

Attachment E
(This notice is required by California Law)

MECHANICS LIEN WARNING:

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded 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 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. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. 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 a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or 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 Web site 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.

Attachment F
(This notice is required by California Law)

Information about the Contractors' State License Board (CSLB):

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

Attachment G

(This notice is required by California Law)

Three-Day Right to Cancel

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

Owner Acknowledges Receipt of this Notice

Dated: _____

Signed: _____

Attachment H
(This notice is required by California Law)

Notice of Cancellation

Date of Transaction: _____

Date of this Notice: _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Contractor at:

Buteo Builders, Inc.
1894 48th Ave
San Francisco, CA 94122

not later than midnight of _____.

I hereby cancel this transaction.

Dated: _____

Signed: _____

--this copy is for Client to keep--

Attachment I

Schedule of Rates and Fees for Change Orders

The following rates and fees will be used in calculating Change Order amounts:

Contractor:	\$105.00
Foreman:	\$95.00
Lead Carpenter/Project Manager	\$80.00
Journeyman Carpenter	\$75.00
Apprentice Carpenter	\$65.00
Laborer	\$55.00

The hourly labor rates above do not apply to any time spent on litigation or deposition work. Ask for our rates for legal work.

Contractor will charge 5% for profit and 10% for overhead on all Work performed on a Time-and-Materials basis (on both materials and labor rates) and on all costs that exceed specifically stated Allowance estimates in the Contract.

Attachment I

Schedule of Rates and Fees

The following rates and fees will be used in calculating Change Order amounts:

Contractor:	\$105.00
Foreman:	\$95.00
Lead Carpenter/Project Manager	\$80.00
Journeyman Carpenter	\$75.00
Apprentice Carpenter	\$65.00
Laborer	\$55.00

The hourly labor rates above do not apply to any time spent on litigation or deposition work. Ask for our rates for legal work.

Contractor will charge for profit and overhead at the rates set forth on page 2 on all Work performed on a Time-and-Materials basis (on both materials and labor rates) and on all costs that exceed specifically stated Allowance estimates in the Contract.

Attachment J

Change Order

This change order is required by California Business & Professions Code section 7159

OWNER

Christopher Nedeau
154 Baker Street
San Francisco, California 94117
(415) 516-4010

CONTRACTOR

Buteo Builders, Inc.
1894 48TH AVE
SAN FRANCISCO, CA 94122
(415) 519-0735
LIC #: 1015230

PROJECT ADDRESS:
CONSTRUCTION CHANGE ORDER # _____

I. GENERAL SCOPE OF WORK DESCRIPTION:

Pursuant to the Contract between Contractor and Owner dated _____ 2021, Contractor agrees to perform the following additional work:

II. REASONS FOR THE CHANGE ORDER

This Change Order is required for one or more of the following reasons:

1. If there was a change in the scope of the Work due to Owner's Representative's response to an RFI, a Submittal, or other communication from Owner's Representative or Owner, describe the communication and why that communication is a change in the scope of your Work, including a reference to how that communication made changes to the Design Documents.

2. If the Change Order is due to an unanticipated field condition, describe the unanticipated field condition, how that unanticipated field condition has affected your Work, when it started and when it is anticipated to end.

3. If there is any other reason for this Change Order, describe the reason for the change, when it occurred, and whether Owner was given the opportunity to correct the situation.

III. PRICE FOR ALL CHANGE ORDER WORK ABOVE SHALL BE BASED UPON ONE OF THE FOLLOWING:

The Contract Price shall be increased or decreased by the lump sum dollar amount of \$_____.

The Contract Price shall be increased or decreased by the hourly rate stated in Appendix I, together with 5% profit and 10% overhead.

The Contract Price shall increased or decreased by the following method:

II. ADDITIONAL TIME NEEDED FOR ALL WORK ABOVE: _ DAYS

The Contract Schedule shall be extended by this amount of time.

Prior Approximate Completion Date was: _____

The new Approximate Completion Date is: _____

Owner Initial _____	Owner Initial _____	Contractor Initial _____
---------------------------	---------------------------	--------------------------------

III.ACCOUNTING SUMMARY

- A. Original Contract Amount: \$
- B. Net Change by all prior Change Orders: \$
- C. Adjusted Gross Contract Amount prior to this Change Order: \$
- D. Amount of this Change Order \$
- E. Adjusted Contract Price including this Change Order: \$

GENERAL CONDITIONS

A. PAYMENT

Payment for this Change Order is due upon completion of this Change Order work, or upon such part as Owner and Contractor agree, and submittal of invoice by Contractor.

B. INCORPORATION

This Change Order, by agreement of Owner and Contractor, is incorporated by reference into the Contract between Owner and Contractor. All terms and conditions in the Contract between Owner and Contractor apply to this Change Order.

The parties have read and understood the Change Order above, and agree to all of its terms.

Effective date of this Change Order: _____

OWNER

CONTRACTOR

Printed: _____

By:
Title:
Lic.

Owner Initial

Owner Initial

Contractor Initial

Attachment K

Notice of Completion
(Attach Notice of Completion Form here)

Owner Initial

Owner Initial

Contractor Initial

Recording Requested By _____

When Recorded Mat To _____

Name _____

Street Address _____

City/State/Zip _____

SINCE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Civil Code Sections 8180-8190, 8100-8118, 9200-9208)

PLEASE TAKE NOTICE:

Nature of owner's interest (e.g. fee simple, tenancy):
Extent of work completed (whether whole or partial):
Date work completed:

REAL PROPERTY WHERE WORK COMPLETED

That certain parcel of land situated in the County of _____ State of California, described as follows:

Street Address:

Legal Description:

OWNERS OF PROPERTY WHERE WORK COMPLETED

Names:	Addresses:

TRANSFERROR OWNERS, IF ANY, OF PROPERTY WHERE WORK COMPLETED

Names:	Addresses:

DIRECT CONTRACTOR WHOSE WORK IS COMPLETE

Name:	Address:

CONSTRUCTION LENDER

Name:	Address:

Owner
Initial

Owner
Initial

Contractor
Initial

_____	_____	_____
-------	-------	-------

VERIFICATION

I, the undersigned, state: I am the _____
(“Agent of”, “President of”, “A Partner of”, “Owner of”, etc.)

the owner identified in the foregoing Notice of Completion I have read said document and know the contents thereof, and I certify that the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

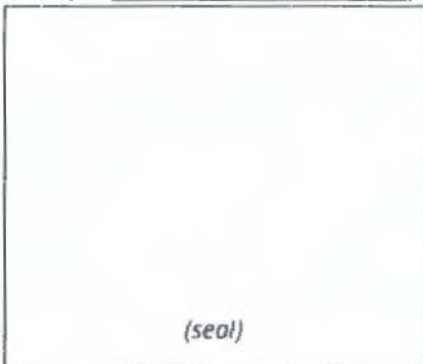
By: _____

Name (print) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ } ss.



On _____, _____ (date), before me,
_____, notary public (name and title of officer)
personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument. I certify under PENALTY
OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

Witness my hand and official seal. _____

Signature of Notary



PROOF OF MAILING AFFIDAVIT
(Civil Code Section 8416(a)(8) and (c))

I, the undersigned, declare that:

I am a citizen of the United States and am over the age of 18 years. On this date, I caused to be served the following:

NOTICE OF COMPLETION

prepaid, via [check all that apply]:

- _____ Certified Mail, Return Receipt Requested
- _____ Registered Mail
- _____ First Class Mail
- _____ Express Service Carrier for Overnight Delivery
- _____ Delivery in Person

On the following person or persons [list all persons served]:

Name: _____
Title (if known): _____
Address: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____ By: _____
Print Name: _____

Per California Civil Code section 8118:

(b) If the notice is given by mail, the declaration shall be accompanied by one of the following:

- (1) Documentation provided by the United States Postal Service showing that payment was made to mail the notice using registered or certified mail, or express mail.
- (2) Documentation provided by an express service carrier showing that payment was made to send the notice using an overnight delivery service.
- (3) A return receipt, delivery confirmation, signature confirmation, tracking record, or other proof of delivery or attempted delivery provided by the United States Postal Service, or a photocopy of the record of delivery and receipt maintained by the United States Postal Service, showing the date of delivery and to whom delivered, or in the event of nondelivery, by the returned envelope itself.
- (4) A tracking record or other documentation provided by an express service carrier showing delivery or attempted delivery of the notice.

Owner Initial _____	Owner Initial _____	Contractor Initial _____
-------------------------------	-------------------------------	------------------------------------



Information About Commercial General Liability Insurance

Home Improvement

Pursuant to California Business & Professions Code §7159.3 (SB 2029), home improvement contractors must provide this notice and disclose whether or not they carry commercial general liability insurance.

- Did your contractor tell you whether he or she carries Commercial General Liability Insurance?**

Home improvement contractors are required by law to tell you whether or not they carry Commercial General Liability Insurance. This written statement must accompany the bid, if there is one, and the contract.

- What does this insurance cover?**

Commercial General Liability Insurance can protect against third-party bodily injury and accidental property damage. It is not intended to cover the work the contractor performs.

- Is this insurance required?**

No. But the Contractors State License Board strongly recommends that all contractors carry it. The Board cautions you to evaluate the risk to your family and property when you hire a contractor who is not insured. Ask yourself, if something went wrong, would this contractor be able to cover losses ordinarily covered by insurance?

- How can you make sure the contractor is insured?**

If he or she is insured, your contractor is required to provide you with the name and telephone number of the insurance company. Check with the insurance company to verify that the contractor's insurance coverage will cover your project.

- What about a contractor who is self-insured?**

A self-insured contractor has made a business decision to be personally responsible for losses that would ordinarily be covered by insurance. Before contracting with a self-insured contractor, ask yourself, if something went wrong, would this contractor be able to cover losses ordinarily covered by insurance?

_____ does not carry Commercial General Liability Insurance.
(CONTRACTOR'S NAME)

_____ carries Commercial General Liability Insurance.
(CONTRACTOR'S NAME)

The insurance company is _____
(COMPANY NAME)

You may call the insurance company at _____ to verify coverage.
(TELEPHONE NUMBER)

For more information about Commercial General Liability Insurance, contact the Contractors State License Board at www.cslb.ca.gov or call 800-321-CSLB (2752).

Owner
Initial

Owner
Initial

Contractor
Initial

EXHIBIT B

Recording Requested By:
Daniel F. McLennon



Doc # **2021178879**

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

12/6/2021	12:36:29 PM	Fees	\$26.00
Pages	5	Title 023 ES	Taxes \$0.00
Customer	001	Other	\$1.00
		SB2 Fees	\$75.00
		Paid	\$102.00

When Recorded Mail To:
Smith, Currie & Hancock LLP
275 Battery Street, Suite 1300
San Francisco, CA 94111

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS LIEN
(CLAIM OF LIEN)
(Civil Code Section 8416)

(To be recorded in the county recorder's office in the county in which the property is located.)

NOTICE IS HEREBY GIVEN: That **BUTEO BUILDERS, INC.** as claimant claims a lien for labor, service, equipment, or materials under Section 8416 et seq. of the Civil Code of the State of California, upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, service, equipment, or materials, were furnished for the construction of those certain buildings, improvements, or structures, now upon that certain parcel of land situated in the County of San Francisco, State of California, said land described as follows:

Street Address: **102 Baker Street, San Francisco, CA 94117**

Legal Description: **APN 1219-018 (legal description is attached hereto marked as "Exhibit A")**

A general description of labor, services, equipment, or materials furnished is as follows:

Concrete foundation work for multifamily residence

The amount due, including interest, after deducting all just credits and offsets is: \$ 98,424.30

The name of the person or company to whom claimant furnished labor, services, equipment, or materials is:

The owner(s) or reputed owner (s) of said premises is/are:

Name: **The Nedeau 1994 Living Trust**

Address: **152 Baker Street, San Francisco, CA 94117**

The claimant is:

Name: **Buteo Builders, Inc.**

Address: **265 Divisadero San Francisco CA 94117**

Dated: 12/3/21

For Claimant **Buteo Builders, Inc.**,

By: 

Name (print): **Charles Vaughan**

Title: **President**

VERIFICATION

I, the undersigned, state: I am the President the owner identified in the foregoing Mechanics Lien I have read said document and know the contents thereof, and I certify that the same is true of my own knowledge.

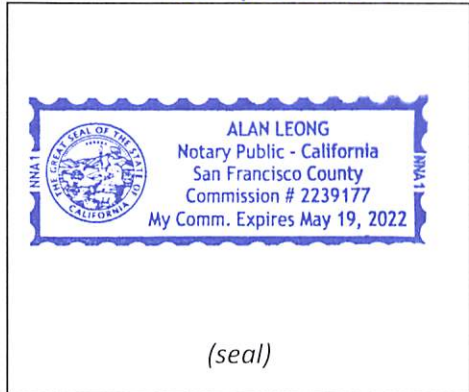
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 12/3/2021

By: [Signature]
Name (print) Charles Vaughan

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco } ss.



On December 3rd, 2021 (date), before me, Alan Leong, notary public (name and title of officer) personally appeared Charles Vaughan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal. [Signature]
Signature of Notary

NOTICE OF MECHANICS LIEN

ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

ATTACH PROOF OF MAILING AFFIDAVIT

EXHIBIT "A"

The land referred to is situated in the State of California, City and County of San Francisco, and is described as follows:

COMMENCING at a point on the easterly line of Baker Street, distant thereon 25 feet northerly from the northerly line of Page Street; running thence northerly along said line of Baker Street 25 feet; thence at a right angle easterly 96 feet, 10-1/2 inches; thence at a right angle southerly 25 feet; thence at a right angle westerly 96 feet, 10-1/2 inches to the point of commencement.

BEING a portion of Western Addition Block No. 524.

Assessor's Lot 18; Block 1219

PROOF OF MAILING AFFIDAVIT
(Civil Code Section 8416(a)(8) and (c))

I, the undersigned, declare that:

I am a citizen of the United States and am over the age of 18 years. On this date, I caused to be served the following Mechanics Lien

prepaid, via [check all that apply]:

- Certified Mail, Return Receipt Requested
- Registered Mail
- First Class Mail
- Express Service Carrier for Overnight Delivery
- Delivery in Person

On the following person or persons [list all persons served]:

Name: The Nedeau 1994 Living Trust
Title (if known):
Address: 154 Baker Street, San Francisco, CA 94117

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 12/6/21

By: *Aryni Aliyaji*
Print Name: ARYNI ALAJAJI

Per California Civil Code section 8118:

(b) If the notice is given by mail, the declaration shall be accompanied by one of the following:

(1) Documentation provided by the United States Postal Service showing that payment was made to mail the notice using registered or certified mail, or express mail.

(2) Documentation provided by an express service carrier showing that payment was made to send the notice using an overnight delivery service.

(3) A return receipt, delivery confirmation, signature confirmation, tracking record, or other proof of delivery or attempted delivery provided by the United States Postal Service, or a photocopy of the record of delivery and receipt maintained by the United States Postal Service, showing the date of delivery and to whom delivered, or in the event of nondelivery, by the returned envelope itself.

(4) A tracking record or other documentation provided by an express service carrier showing delivery or attempted delivery of the notice.

EXHIBIT C

Recording Requested By:
Daniel F. McLennon



Doc # **2022000535**

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

1/3/2022	2:48:28 PM	Fees	\$26.00
Pages 5	Title 023 DS	Taxes	\$0.00
Customer 001		Other	\$1.00
		SB2 Fees	\$75.00
		Paid	\$102.00

When Recorded Mail To:
Smith, Currie & Hancock LLP
275 Battery Street, Suite 1300
San Francisco, CA 94111

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MECHANICS LIEN
(CLAIM OF LIEN)**
(Civil Code Section 8416)

(To be recorded in the county recorder's office in the county in which the property is located.)

NOTICE IS HEREBY GIVEN: That **BUTEO BUILDERS, INC.** as claimant claims a lien for labor, service, equipment, or materials under Section 8416 et seq. of the Civil Code of the State of California, upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, service, equipment, or materials, were furnished for the construction of those certain buildings, improvements, or structures, now upon that certain parcel of land situated in the County of San Francisco, State of California, said land described as follows:

Street Address: **102 Baker Street, San Francisco, CA 94117**

Legal Description: **APN 1219-018 (legal description is attached hereto marked as "Exhibit A")**

A general description of labor, services, equipment, or materials furnished is as follows:

Concrete foundation work for multifamily residence

The amount due, including interest, after deducting all just credits and offsets is: \$ 106,424.30

The name of the person or company to whom claimant furnished labor, services, equipment, or materials is:

The owner(s) or reputed owner (s) of said premises is/are:

Name: The Nedeau 1994 Living Trust

Address: 154 Baker Street, San Francisco, CA 94117

The claimant is:

Name: Buteo Builders, Inc.

Address: 265 Divisadero San Francisco CA 94117

Dated: 1/3/2022

For Claimant Buteo Builders, Inc.,

By: 

Name (print): Charles Vaughan

Title: President

VERIFICATION

I, the undersigned, state: I am the President the owner identified in the foregoing Mechanics Lien I have read said document and know the contents thereof, and I certify that the same is true of my own knowledge.

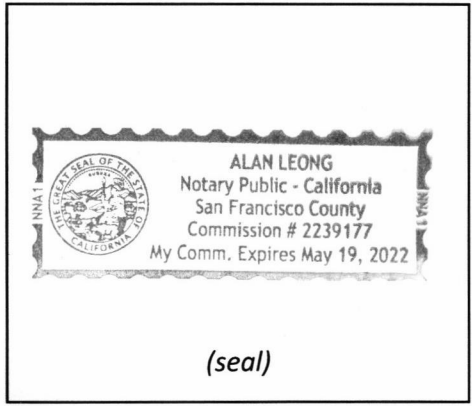
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 1/3/2022

By: [Signature]
Name (print) **Charles Vaughan**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco } ss.



On 1/3/2022, _____ (date), before me,
Alan Leong, notary public (name and title of officer)
personally appeared Charles Vaughan, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY
under the laws of the State of California that the foregoing paragraph is true and
correct.

Witness my hand and official seal. [Signature]
Signature of Notary

NOTICE OF MECHANICS LIEN

ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

ATTACH PROOF OF MAILING AFFIDAVIT

PROOF OF MAILING AFFIDAVIT
(Civil Code Section 8416(a)(8) and (c))

I, the undersigned, declare that:

I am a citizen of the United States and am over the age of 18 years. On this date, I caused to be served the following Mechanics Lien

prepaid, via [check all that apply]:

<input checked="" type="checkbox"/>	Certified Mail, Return Receipt Requested
<input type="checkbox"/>	Registered Mail
<input type="checkbox"/>	First Class Mail
<input type="checkbox"/>	Express Service Carrier for Overnight Delivery
<input type="checkbox"/>	Delivery in Person

On the following person or persons [list all persons served]:

Name: The Nedeau 1994 Living Trust
Title (if known):
Address: 154 Baker Street, San Francisco, CA 94117

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 1/3/2022

By: 
Print Name: Charles Vaughan

Per California Civil Code section 8118:

(b) If the notice is given by mail, the declaration shall be accompanied by one of the following:

- (1) Documentation provided by the United States Postal Service showing that payment was made to mail the notice using registered or certified mail, or express mail.
- (2) Documentation provided by an express service carrier showing that payment was made to send the notice using an overnight delivery service.
- (3) A return receipt, delivery confirmation, signature confirmation, tracking record, or other proof of delivery or attempted delivery provided by the United States Postal Service, or a photocopy of the record of delivery and receipt maintained by the United States Postal Service, showing the date of delivery and to whom delivered, or in the event of nondelivery, by the returned envelope itself.
- (4) A tracking record or other documentation provided by an express service carrier showing delivery or attempted delivery of the notice.

EXHIBIT "A"

The land referred to is situated in the State of California, City and County of San Francisco, and is described as follows:

COMMENCING at a point on the easterly line of Baker Street, distant thereon 25 feet northerly from the northerly line of Page Street; running thence northerly along said line of Baker Street 25 feet; thence at a right angle easterly 96 feet, 10-1/2 inches; thence at a right angle southerly 25 feet; thence at a right angle westerly 96 feet, 10-1/2 inches to the point of commencement.

BEING a portion of Western Addition Block No. 524.

Assessor's Lot 18; Block 1219

City and County of San Francisco
Joaquín Torres, Assessor-Recorder
(415) 554-5596

Receipt#: 000164857
1/3/2022 2:48:29 PM
Order#: 202201030385 DS

Description	Amount
Recording	\$102.00
Document 2022000535	
MECHANIC'S LIEN	
Base Recording Fee	\$14.00
Additional Pages	\$12.00
Conformed Copy	\$1.00
SB2 Building Homes & Jobs Fee	\$75.00

Total Amount Due \$102.00

Payments:
Check# 7531 \$102.00

5077531

We Appreciate Your Business
Have a Nice Day!
Please keep for your reference