

REQUEST FOR HISTORIC AND SCENIC PRESERVATION COMMISSION ACTION

V.B. ATISHMA KANT AND DEBASHISH GHOSH, APPLICANT (PROJECT PLANNER: LORALEE FARRIS)

A request to consider a 10-year Work Plan and a recommendation to the City Council on a Mills Act application for a single family residential property located within the East Fern Avenue Historic and Scenic District at 225 E. Fern Avenue, within the R-2 (Multiple-Family Residential) District (APN: 0171-373-17-0000).

HISTORIC AND SCENIC PRESERVATION MEETING: June 3, 2021

Planner: Loralee Farris, Principal Planner 

SYNOPSIS

1. Historic Designation: The property is located within the East Fern Avenue Historic and Scenic District
2. Existing Land Use: Single Family Residence
Zoning: R-2 (Multiple-Family Residential) District
General Plan: Medium Density Residential
3. Attachments:
 - (A) Aerial Photograph/Vicinity Maps
 - (B) Site Plan and Photographs
 - (C) 10-Year Rehabilitation Plan
 - (D) Secretary of Interior Standards
 - (E) Resolution No. 2021-07

PROPOSAL

The applicant, Atishma Kant and Debashish Ghosh, have submitted a Mills Act application for their property located at 225 E. Fern Avenue within the East Fern Avenue Historic and Scenic District, along with a 10-year Rehabilitation Plan, to receive tax savings for direct use of preserving and maintaining a historic structure. The work plan has been forwarded to the Historic and Scenic Preservation Commission for review to ensure consistency with the Secretary of Interior Standards and provide the Commission with the opportunity to make a recommendation to the City Council for adoption of the contract. Improvements related to this work plan will require separate Certificate of Appropriateness applications, as applicable, prior to the initiation of any work.

BACKGROUND

On November 7, 2017, the City Council approved Resolution No. 7796, extending the City's Mills Act program for an additional 5-year period, to November 7, 2022, to allow for additional Mills Act applications to be submitted. As part of that extension, the process was clarified to provide the Historic and Scenic Preservation Commission with the opportunity to review 10-year Rehabilitation plans to ensure consistency with the Secretary of the Interior Standards, review and discuss the exterior changes to assist home owners in developing and finalizing their plans, and make a recommendation on the Mills Act application to the City Council.

The Mills Act, enacted by the State in 1972, is intended to encourage preservation of historically significant properties by allowing a property owner to receive property tax relief in exchange for rehabilitating, preserving, and maintaining a historic property rather than demolishing or significantly modifying it. The Act allows local governments to enter into binding contracts with owners of qualified historic properties. The City has determined that qualified historic property eligible for the program includes those locally designated as a historic resource or landmark, or are a contributing structure to a locally designated historic district, or have been designated as a County Landmark, State Landmark, State Point of Historical Interest, National Historic Landmark, or are listed on the California and/or National Register. The agreement provides a reduction of property taxes in exchange for the continued preservation of the property.

Mills Act contracts generally result in a reduction of property taxes of 20 to 60 percent for each assessed property during a standard ten-year contract. The impact of the Mills Act on a property's assessment can vary, depending on the date the property was purchased. For example, properties purchased before the passage of Proposition 13 (in 1978) are unlikely to receive a reduction, as they are already determined to be at baseline threshold values under the State's taxation and revenue code. More recently purchase properties would receive the greatest reductions.

One hundred percent (100%) of the money saved on taxes must be used in maintaining and/or restoring the property. The agreement runs for ten years, and can renew annually each year thus extending the agreement term unless a notice of cancellation is filed by the owner. The property value and property taxes are recalculated by the County Tax Assessor. The loss of tax revenue is shared between applicable agencies that receive the taxes.

The Mills Act pilot program limits the annual number of contracts to seven (7) per calendar year. This includes a maximum of five (5) contracts for residential properties with an assessed valuation of less than one million dollars, and a maximum of two (2) non-residential properties.

ANALYSIS

To be eligible for the program, property owners must meet eligibility requirements, as indicated and analyzed in the table below.

Eligibility Table

Requirement	Application Complies?
Located within City of Redlands	Yes
Privately Owned	Yes
Not Exempt from Taxation	Yes
Designated or Within Designated District	Yes
Estimated Cost of Rehabilitation Plan must meet or exceed tax savings	Yes

The applicant has proposed the following projects as part of their 10-Year Rehabilitation Plan (Attachment C):

- 1) Restoration of existing wood-frame windows, including gentle sanding of the edge of the sash, lubrication of jambs, general repairs to ensure all windows are operable, repainting to match.
- 2) Seismic retrofit of the foundation to provide strength and seismic stability, with no visible exterior change.
- 3) Electrical upgrade from the original knob-n-tube electrical wiring to modern electrical wiring that meets current safety codes, and upgrade electrical meter from 90amp to 200amp.
- 4) Restoration of the existing brick chimney, repairing bricks, replacing bricks only when too deteriorated to safely repair, and install a new custom made weather cap.
- 5) Restoration and repair of the existing porch, repairing features where possible and removing water-damaged hardwood floorboards when too deteriorated to safely repair with in-kind material.
- 6) Repair and repainting of exterior siding, including cleaning the existing material, removal of loose and peeling paint, repairing cracks and damages on wooden areas, and priming and painting the siding.

These improvements would be spaced out to occur over a 10-year period. Based on quotes documented by contractors and material suppliers, the total cost of the improvements, over the 10-year period is estimated to be \$109,665, which is estimated to exceed the estimated tax savings of \$51,820, over the same period. Upon execution of their contract, the applicant will be required to submit annual reports of their progress to staff, to document the work taking place, and ensure their work plan is kept up to date to ensure tax savings are directly applied to the cost of the improvements to maintain or rehabilitate the historic buildings.

The property owners would agree to follow the Secretary of the Interior's Standards for all work completed on the property. Projects that are cosmetic in nature, done in the interior of the structure, or do not result in visible exterior alterations would not require a Certificate of Appropriateness, but would still require the property owner's to obtain any applicable building permits.

The proposed improvements contained within the work plan would ensure the long-term preservation and maintenance of the structure, in accordance with the intent of the Mills Act. The property meets all eligibility requirements for participation in the Mills Act program and the property contains contributing structures to a locally designated historic district.

ENVIRONMENTAL REVIEW

Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the consideration of a Mills Act contract does not constitute a development project and does not have the potential for causing a significant effect on the environment and is, therefore, covered by the general rule that states "where there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Mills Act contract between the applicant and the City would allow a reduction in property taxes so that the savings would be directly utilized for the maintenance and rehabilitation of a historic structure. Individual projects under the 10-year rehabilitation project would be required to obtain the appropriate approvals, including a Certificate of Appropriateness application. Furthermore, CEQA contains a Categorical Exemption for the maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of Interior Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings.

STAFF RECOMMENDATION

Staff recommends that the Historic and Scenic Preservation Commission recommend that the City Council approve a Mills Act Contract with Atishma Kant and Debashish

Ghosh for 225 E. Fern Avenue.

MOTION

If the Historic and Scenic Preservation Commission deems it appropriate, staff recommends the following motion:

“I move that the Historic and Scenic Preservation Commission adopt Resolution No. 2021-07, recommending that the City Council find that the Mills Act application is not subject to the California Environmental Quality Act, pursuant to Section 15061(b)(3) of the CEQA Guidelines, and recommend approval of the Mills Act contract for 225 E. Fern Avenue.”

ATTACHMENT "A"

Aerial Photograph/Vicinity Maps

General Plan

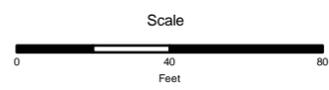
Medium Density Residential
(Housing Conservation
Overlay)

Subject Site

Medium Density Residential

High Density
Residential

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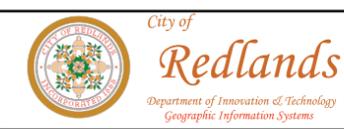
May 27, 2021

OneStop.mxd

Historic District



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May 27, 2021

OneStop.mxd

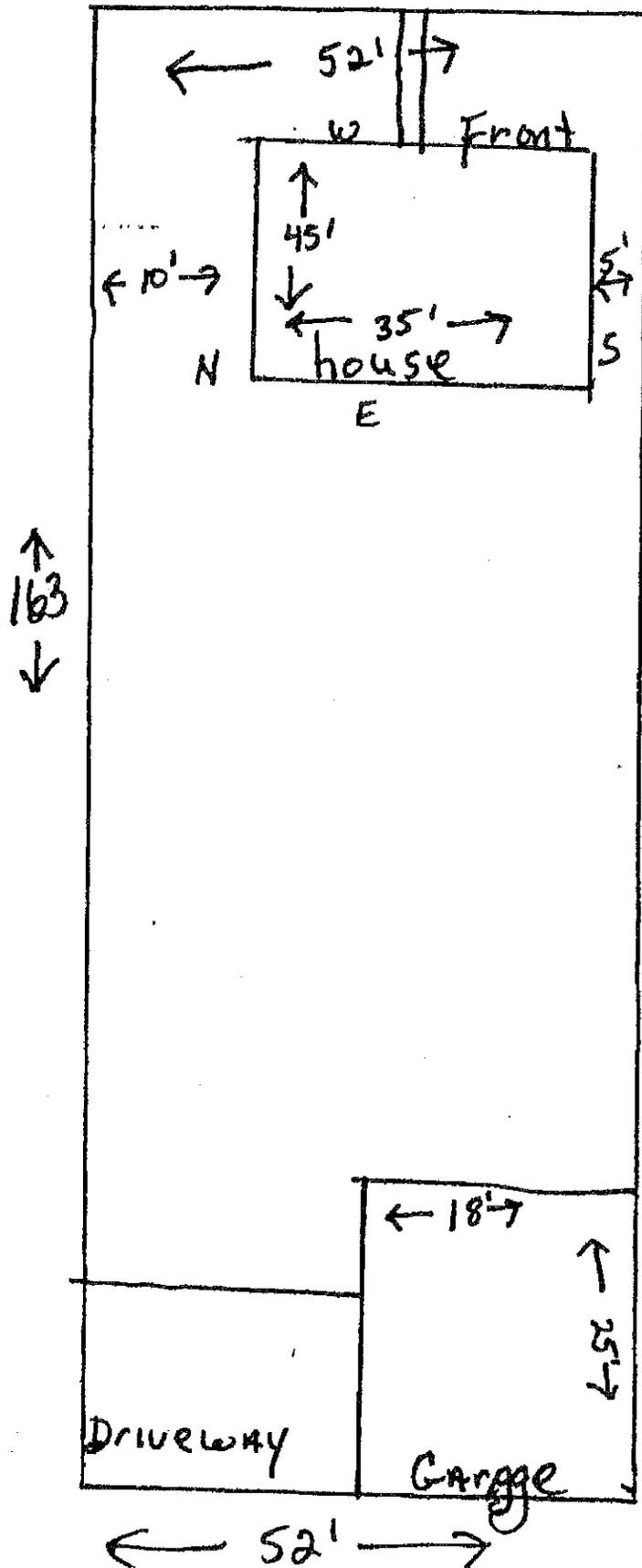
Copyright: map 2017

ATTACHMENT "B"

Site Plan and Photographs

225 E. Fern Redlands Ca 92373
Lot size and layout of house

E Fern Ave













BRICK FOUNDATION, CRUMBLING



BRICK FOUNDATION, CRUMBLING



BRICK FOUNDATION , CRUMBLING



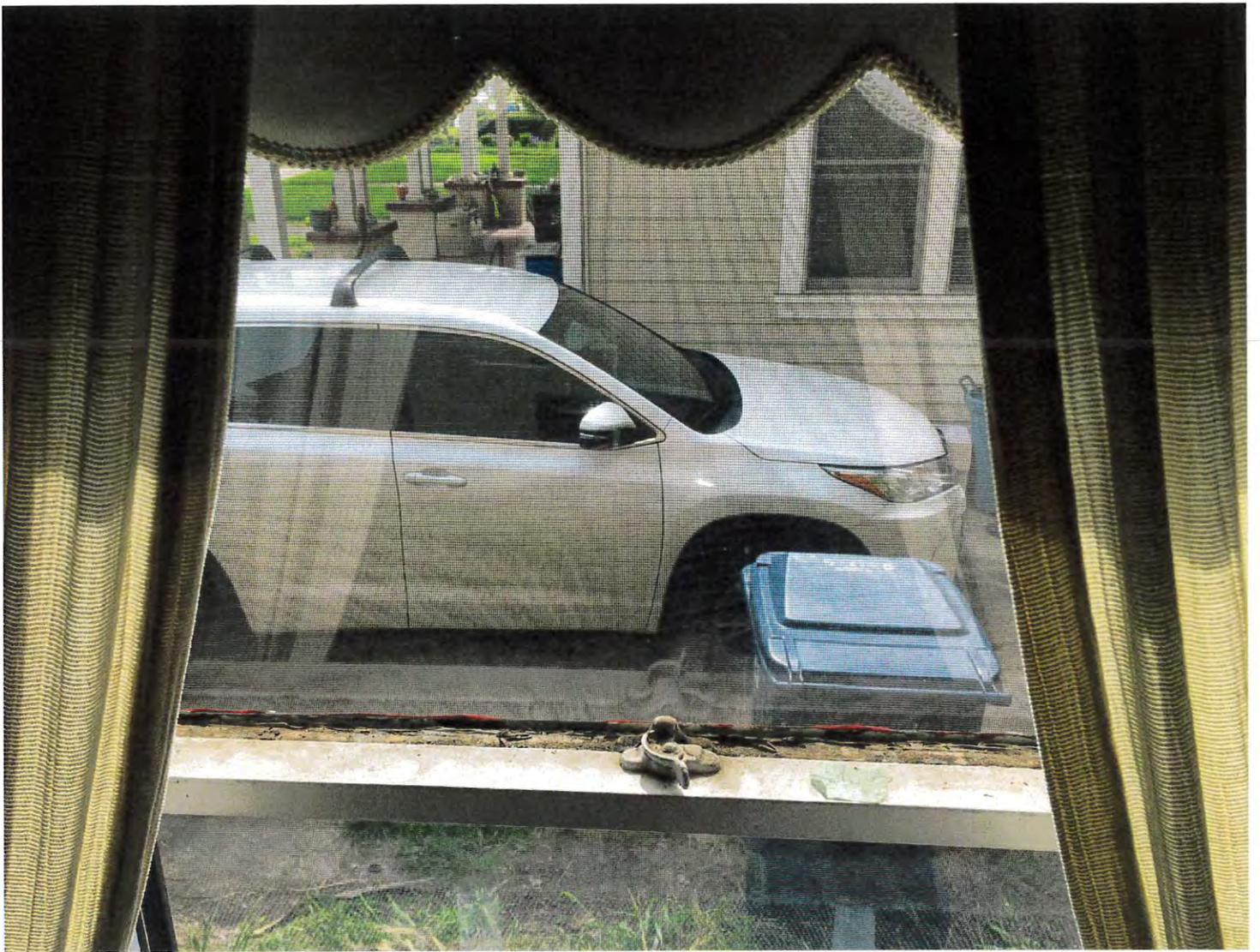
FRONT PORCH , NEEDS RESTORATION



FRONT PORCH, NEEDS RESTORATION



ORIGINAL HISTORIC WINDOW, NEEDS RESTORATION



ORIGINAL HISTORIC WINDOW,
NEEDS RESTORATION OF BOTH WOOD AND
PULLEY MECHANISM

HISTORIC RESOURCES INVENTORY

HABS _____ HAER _____ Ser. No. _____
 UTM: A _____ NR _____ SHL _____ Loc _____
 C _____ B _____
 D _____
 11-483845-376770

IDENTIFICATION

1. Common name: _____
2. Historic name: _____
3. Street or rural address: 225 E. Fern
 City Redlands Zip 92373 County San Bernardino
4. Parcel number: 0171-373-17
5. Present Owner: Norma J. Towes Address: _____
 City _____ Zip _____ Ownership is: Public _____ Private _____
6. Present Use: residence Original use: residence

DESCRIPTION

- 7a. Architectural style: Transitional House
- 7b. Briefly describe the present physical description of the site or structure and describe any major alterations from its original condition:

Two and a half story L shaped house of clapboard with vertical steeply pitched cross-gables roof with gabled dormer facing the street. There are wide eave overhangs with interesting brackets. The gables on the roof and the dormers have an interesting vent or gable window with irregular openings, and there is a small balcony above a bay window on the west side of the house. The east side of house is a porch with columns sheathed in clapboard. The windows in the house are all vertical double hung except for the upper light in the front door and the stationary leaded glass window off the front porch.



8. Construction date: Estimated _____ Factual 1905
9. Architect _____
10. Builder J. S. Williams
11. Approx. property size (in feet)
 Frontage _____ Depth _____
 or approx. acreage _____
12. Date(s) of enclosed photograph(s)

13. Condition: Excellent ___ Good ___ Fair ___ Deteriorated ___ No longer in existence ___
14. Alterations: _____
15. Surroundings: (Check more than one if necessary) Open land ___ Scattered buildings ___ Densely built-up ___
Residential ___ Industrial ___ Commercial ___ Other: _____
16. Threats to site: None known ___ Private development ___ Zoning ___ Vandalism ___
Public Works project ___ Other: _____
17. Is the structure: On its original site? ___ Moved? ___ Unknown? ___
18. Related features: _____

SIGNIFICANCE

1. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)

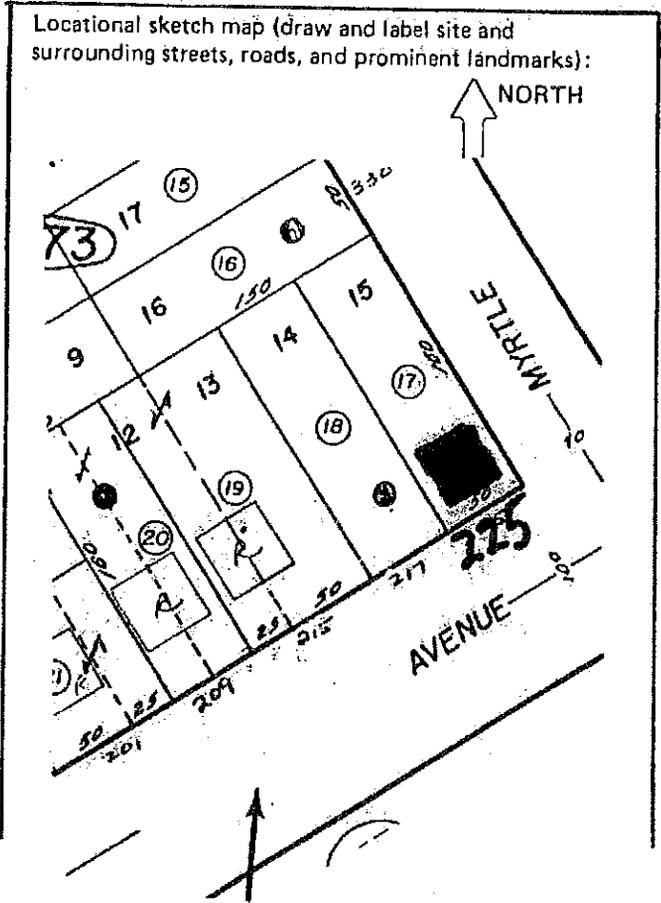
Lot 15, Block C Atwood & Ford
Mack W. H. Williams, a painter in 1905 and co-owner of Williams Curtis Company in 1907 had J. S. Williams build his home for \$2500 in 1905.

Permit: May 18, 1905
Water: May 16, 1905

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
Architecture Arts & Leisure _____
Economic/Industrial ___ Exploration/Settlement _____
Government ___ Military _____
Religion ___ Social/Education _____

21. Sources (List books, documents, surveys, personal interviews and their dates).

22. Date form prepared May 1986
By (name) Judy Wright
Organization AEGIS
Address: _____
City _____ Zip _____
Phone: _____



ATTACHMENT "C"

10-Year Rehabilitation Plan

225 Fern Avenue -Rehabilitation Plan - Amended

Year	Work	Estimated Cost	Estimated Yearly Tax Relief	Cumulative Cost	Culmulative Tax Reduction
1	Historic Window Restoration Phase I - All upstairs double hung windows	4,900	5,182	4,900	5,182
2	Historic Window Restoration Phase I - All downstairs double hung windows	4,490	5,182	9,390	10,364
3	Seismic Retrofit Phase I	7,900	5,182	17,290	15,546
4	Seismic Retrofit Phase II	22,724	5,182	40,014	20,728
5	Seismic Retrofit Phase III	22,724	5,182	62,738	25,910
6	Seismic Retrofit Phase IV	22,724	5,182	85,462	31,092
7	Porch Restore & Repair	5,500	5,182	90,962	36,274
8	Brick Chimney Restore/Replace	4,353	5,182	95,315	41,456
9	Exterior Siding Repair/Replace	8,700	5,182	104,015	46,638
10	Exterior Paint	5,650	5,182	109,665	51,820
Total Cost:		109,665		Total Tax Relief:	51,820

AMENDED**Mills Act TEN-YEAR REHABILITATION PLAN**

Year	Proposed Project	Estimated Cost
Year 1 2021	Historic Window Restoration Phase I - Upstairs (Ex.1a - Window Restoration/Repair \$4210) (Ex.1b - Ipsas Painting \$690)	\$ 4,900
Year 2 2022	Historic Window Restoration Phase II - Downstairs (Ex.2 - Window Restoration/Repair \$3800) (Ex.1b - Ipsas Painting \$690)	\$ 4,490
Year 3 2023	Seismic Retrofit Phase I - Engineering Plans (Ex.3 - Helfrich Engineering)	\$ 7,900
Year 4 2024	Seismic Retrofit Phase II - Concrete Footing (Ex.4 - Dalinghaus Construction)	\$ 22,724
Year 5 2025	Seismic Retrofit Phase II - Cripple Wall North (Ex.4 - Dalinghaus Construction)	\$ 22,724
Year 6 2026	Seismic Retrofit Phase II - Cripple Wall South (Ex.4 - Dalinghaus Construction)	\$ 22,724
Year 7 2027	Electric Meter Upgrade from 90amp to 200amp (Ex.5 - Basco Electric)	\$ 5,500
Year 8 2028	Electrical Rewiring Upgrade + Brick Chimney Restoration (Ex.6 - Basco Electric \$3178) (Ex.7 - Steven's Home Improvement \$1175)	\$ 4,353
Year 9 2029	Porch Restore & Repair (Ex.8 - JBI Construction)	\$ 8,700
Year 10 2030	Exterior Siding Repair and Repaint (Ex.9 - Ipsas Painting)	\$ 5,650

Projects must be exterior and must utilize all of your tax savings. All projects are subject to Historic and Scenic Preservation Commission and Staff review and approval before work begins. Work must meet all City requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Retain copies of all receipts and permits for submittal with the required annual reports. Photograph the before and after condition of each project for submittal with the annual reports.



3377 Cerritos Ave
Los Alamitos, CA 90720
lic #987212

Prepared by: Norm Tuazon (562) 493-1590
www.windowrestorationandrepair.com

*Installation starts @ 7:30am & will need about 2-3 feet of working space inside. Install date contingent on weather condition. please remove blinds prior to install.
C: 714-658-4734

Price subject to visible conditions, additional unforeseen damage could incur extra costs: +\$10 per lb lead.
Email: akon1318@gmail.com

What we do NOT DO...
1. Prep/Paint
2. Re-screen
3. Glazing putty
4. Strip window entirely
5. Install door hardware

..repairing windows is ALL we do.."
Email: norm@windowrnr.com

PHASE 1 (upstairs)
Atishma Kant
225 E Fern Ave
Redlands, CA 92373
H: C: 951-867-8574
2/6/2020
Mid May-
JO End May

Ex. 1a

3/2/20rev

#	Rm	Dirc	Style	Description	Balancer	Options	Options	Line Total
1	living	east	dh	ON HOLD				\$ -
2	living	east	dh	ON HOLD				\$ -
3	dining	south	dh	ON HOLD				\$ -
4	dining	south	dh	ON HOLD				\$ -
5	dining	west	dh	ON HOLD				\$ -
6	pantry	west	dh	ON HOLD				\$ -
7	kitchn	west	dh	ON HOLD				\$ -
8	kitchn	west	dh	ON HOLD				\$ -
				Upstairs:				\$ -
9	stwy	north	dh	R&R sash-sand edge of sash & lubricate jambs-square windows in jambs to fit for easy open,close,& lock.	pulley			\$ 335
10	son	west	dh	R&R sash-sand edge of sash & lubricate jambs-square windows in jambs to fit for easy open,close,& lock.	pulley	lock:orb		\$ 360
11	bd2	west	dh	R&R sash-sand edge of sash & lubricate jambs-square windows in jambs to fit for easy open,close,& lock.	pulley	fill in twin1		\$ 375
12	bd2	south	dh	R&R sash-sand edge of sash & lubricate jambs-square windows in jambs to fit for easy open,close,& lock.	pulley	fill in, 1:3 ratio		\$ 375
13	closet	south	dh	R&R sash-sand edge of sash & lubricate jambs-square windows in jambs to fit for easy open,close,& lock.	pulley	fill in, mtg,rail,glst1		\$ 600
14	bd3	south	dh	R&R sash-sand edge of sash & lubricate jambs-square windows in jambs to fit for easy open,close,& lock.	pulley	fill in, mtg,rail,glst1		\$ 600
15	bd3	east	dh	R&R sash-sand edge of sash & lubricate jambs-square windows in jambs to fit for easy open,close,& lock.	pulley	fill in twins		\$ 375
16	clost	east	dh	R&R sash-sand edge of sash & lubricate jambs-square windows in jambs to fit for easy open,close,& lock.	pulley			\$ 335
18				OPTION A- +\$85 per DH window for Q-Ion white weather-stripping for better insulation & noise.				\$ 680
19				OPTION B- +\$25 per DH window for new solid brass locks (oil rub bronze)				\$ 175
20				OPTION C- +\$3200 change out glass to laminated Low E glass (south facing upstairs only) 6 glasses				\$ -
21				*note option C, unable to make the DH fully operations because of the additional weights needed to				\$ -
22				to balance the window; +\$10 per pound.				\$ -
				NOTE 1: If house has alarm system, WRR not responsible for re-setting the alarm				\$ -
				NOTE 2: Street sweeping day is: M T W R F. Parking permit required: yes no				\$ -

Initial: _____ *Price subject to visible conditions, **additional unforeseen damage can incur extra costs**; add \$10 per lb.

dh-double hung pix-picture R&R - Remove & Re-install ws-weather-strip is-inswing os-outswing bmp-bump rbt-rabbit pl-parliament hinges **GRAND TOTAL** \$ **4,210**

sc-single casement xo-slider **NEW**- Install New sash with glass sb- slide bolt lck- lock stc- stucco mould bs- blind stop nt- night lock **TWO YR WARRANTY!** Deposit \$ (425)

dc-double casement awr-awning Sales Rep: _____ Customer: _____ Date: _____ **Balance Due at Completion** \$ 3,785

*3 window minimum

TWO YR WARRANTY!

Balance Due at Completion

\$ 4,210

\$ (425)

\$ 3,785

Ex. 1b



Debashish Ghosh <debash@gmail.com>

Exterior painting estimate - 225 E Fern Ave

5 messages

Bela Ispas <bela@ispaspainting.com>
To: debash@gmail.com

Thu, Mar 5, 2020 at 6:22 AM

Dear Atishma and Debashish,

It was a pleasure meeting you yesterday! And thank you for your interest in our painting services.

You asked for a quote for painting the exterior window sashes (not window trims) of eight windows on the upper floor of your home at 225 E Fern Ave. I would charge you \$690. This price would include the necessary paint, in your choice of color and sheen. The paint I'd use is Evershield from Dunn-Edwards. This is an ultra-premium, exterior paint, their best exterior paint.

The price also includes:

- cleaning, sanding and removal of loose paint chips from the eight window sashes, on the exterior and interior of the windows
- priming areas of wood where the old paint came off
- painting.

Time of completion: 1 - 2 days.

As we discussed yesterday, this price is based on the current appearance of the windows. You mentioned the possibility of window sashes and window trims being further damaged after the repairs on the window mechanisms. I would have to assess the necessary work and update the price after these repairs would be done. Based on my experience with other similar projects where the window mechanisms were repaired and where further damages occurred after the window repairs, I would expect the additional work to cost between \$150 - \$450. This is very hard to estimate, however, without seeing the final condition of the windows. There's a good chance that there would be no need for additional work, and the current quote would apply. Factors that could modify the price are: new cracks in the windows, needing to re-apply window glaze, new damages on the window trims (the painting of the window trims, per your request, is not currently included).

Please let me know if you have any questions.

Sincerely,
Bela Ispas

Owner / Principal
Ispas Painting
(909) 255-9525
bela@ispaspainting.com
ispaspainting.com

check us out on Yelp

Debashish Ghosh <debash@gmail.com>
To: Bela Ispas <bela@ispaspainting.com>

Tue, Mar 31, 2020 at 1:11 AM

Hi Bela.

Apologies for the delay in responding to you. Thank you for sending us this estimate, it looks good. We will be in touch again once we confirm that the window repair itself will proceed on May 10, as currently scheduled.

By the way, could you please also give us a very rough estimate of what it might cost to paint the exterior of the house? That is also something we would like to do eventually, and we would like to get just a ballpark estimate.



May 12, 2020

Atishma Kant

Email: akant318@gmail.com
joeh@dalinghausconstruction.com

SUBJECT: PROPOSAL FOR ENGINEERING SERVICES
225 E. Fern Ave.
Redlands CA
Project No. 200509

The following proposal describes our proposed scope of services and estimated fees for the above property. The scope of work and fees are based on my recent site visit (May 7, 2020) and discussions with you. I understand that you would like to improve the seismic stability of your home.

Existing conditions consist of an un-reinforced perimeter brick foundation and stem wall. The perimeter foundations for the house appear to have been exposed to provide a walk-in basement below the house. Our proposed design will consist of constructing foundation elements adjacent to the interior (basement side) of the existing foundation to provide strength and seismic stability to the existing foundation system. The exterior appearance of the home will not be affected.

SCOPE OF SERVICES*

Our services will consist of the following:

- 1) Preparation of as-built foundation and floor framing plans
- 2) Calculations to determine the seismic loading on the foundations
- 3) Preparation of seismic retrofitting plan and details

SCOPE OF FEES*

The above services will be performed according to the attached Schedule of Fees and General Conditions. Our fee for the above scope of work will be **\$7900.**

*Once we complete the above scope of services, we will issue a final invoice. Once we receive payment in full, we will submit the package reflected by the above scope of services.

EXCLUSIONS AND ADDITIONAL FEES:

The above scope of work and estimated fees does not include plan check fees and corrections that may be required. Please note that plan expediter and plan submittal fees are extra. If plan check corrections are required, we will provide you with a separate proposal to outline the additional fees.

We will not begin any additional work without first receiving signed authorization.

To indicate your agreement and acceptance of the terms and conditions of this proposal, please sign in the space below and return with a retainer check for \$3950. We will begin the work once we receive the signed proposal and the retainer check. Invoices will be sent to you for work performed each month, and payment will be considered due within 30 days. If you do not pay your invoice within 30 days of the date on the invoice, we will consider your account delinquent and we reserve the right to stop all work until the payment is fulfilled.

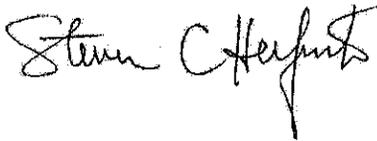
Our proposal pricing is good for 90 days from the date of the proposal. After 90 days our pricing may change.

I appreciate the opportunity to assist you in this matter. Please call if you have any questions.

Definition and Terms Regarding attached General Conditions:

- (a) "Consultant" shall mean Helfrich-Associates, together with its agents, employees, sub-contractors and other representatives, including but not limited to Steve Helfrich.
- (b) "Client" shall mean Atishma Kant
- (c) "Project" shall mean Kant, Atishma / Fern Ave.

Very truly yours,
Helfrich-Associates, Inc.



Steven C. Helfrich, P.E., G.E.
California Licenses C40046, GE389

Enclosed: General Conditions and Schedule of Fees

I accept and agree to the foregoing proposal including the General Conditions.	
Project Title: Engineering Services	Project No.: 200509
Client: Atishma Kant	
Client Signature:	Date:



**HELFRICH
ASSOCIATES**
ENGINEERING • CONSTRUCTION
CONSULTING

General Conditions Dated 7-30-18

1. NOTICE TO CLIENT: This Agreement shall become effective upon your authorization.

2. OWNERSHIP OF DOCUMENTS: Any and all documents produced by the Consultant are the sole property of the Consultant including: plans, calculations, reports, photographs, photographic negatives, graphic displays, or notes associated with this Agreement. Except for stamped plans which may be utilized by the Client as necessary to construct the Project (a no dollar license will be and is hereby issued to the Client solely for that use), no document may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying or recording, or by any information storage and retrieval system without permission in writing from the Consultant.

3 LIMITATIONS: Client is hiring Consultant as a consultant. The Consultant will provide such services as reasonably required but makes no claims or warranties as to such services. Client agrees that, in the event of any claim by it against Consultant, Consultant's liability shall be limited to one half of the amount of fees actually paid to Consultant by Client for services rendered hereunder, or \$10,000.00, whichever is less.

4. PAYMENT: All invoices are due and payable upon receipt by Client. Payments received after thirty (30) days from invoice date shall be considered delinquent. All late payments shall be subject to interest of 1.5 percent (1.5%) per month or eighteen percent (18%) annually. Insufficient funds (NSF) checks: Client agrees to pay bank fees and Consultant administrative charges for re-processing Client's NSF checks and collecting payment in full.

5. SUB-CONSULTANTS: Client acknowledges the possibility that for Consultant to fulfill its obligations under this Agreement, it may be necessary for Consultant to obtain the services of a sub-consultant specializing in a specific area of the subject matter of the SCOPE OF WORK described in this Agreement.

6. SEVERABILITY: The provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts thereof, shall not be affected thereby.

7. MUTUAL RIGHT TO TERMINATE AT WILL: This Agreement may be terminated by either party at any time with or without cause upon five (5) days written notice. Notwithstanding the foregoing, Consultant may cease work and cancel this Agreement upon 24 hours' notice for non-payment of fees by Client in a timely manner.

8. CHANGE IN SCOPE: Consultant shall be obligated to perform only the above specifically described services and shall not be obligated to perform any other services, except as expressly stated in this contract. Should, however, Consultant and Client agree that Consultant shall perform additional services beyond those stated in this Agreement, it is understood that a written Addendum to this Agreement between the parties shall be required.

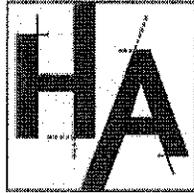
9. GENERAL PROVISIONS: Client acknowledges that he or she has read and understands the contents of this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. The parties hereby consent to the jurisdiction of the State of California, County of San Bernardino, CA. This Agreement shall be binding upon the heirs or successors of the parties herein. This Agreement constitutes the entire Agreement between the parties.

10. INSURANCE: It is understood and agreed that Client will carry general liability insurance. That insurance will be primary to any insurance obtained by Consultant.

11. SELF INSURED RETENTION (INSURANCE DEDUCTIBLE): It is understood that, if Consultant's insurance is tendered, to provide a defense to Consultant, Client will be responsible for all self-insured retention and / or deductible amounts as required by any and all of Consultant's insurance policies and that Client will not require Consultant to pay any portion of the self-insured retention and/or deductible amount.

12. INDEMNITY: To the fullest extent provided by law, and subject to the carve out provision below, Client shall defend and indemnify and hold Consultant harmless from any and all claims and/or liability which in any way arises from any work which is performed by Consultant pursuant to, in conjunction with, or in relation to this Agreement at any time. It is understood that this indemnity agreement is intended to be construed as a Type "I" indemnity agreement as

recognized under California indemnity law and shall afford Consultant an immediate right to a defense from Client for any and all claims involving this Agreement irrespective of claims of active or passive negligence or sole negligence or willful misconduct of the Consultant and/or the merits of any such claim. Crawford v. Weather Shield Manufacturing Inc., (2008) 44 Cal.4th 541. However, if there is a claim of active negligence or sole negligence or willful misconduct on the part of the Consultant, Client will be required to defend Consultant until such time as there is an adjudication, on the merits, that Consultant was actively negligent or the claims involves the sole negligence or willful misconduct of Consultant, at which time Client's obligation to defend and indemnify will cease, but will only cease to the extent of the finding of active negligence, sole negligence or willful misconduct applies to the claim.



**HELFRICH
ASSOCIATES**
ENGINEERING • CONSTRUCTION
CONSULTING

SCHEDULE OF FEES

Discipline	Hourly Rate
Principal Professional	\$295 per hour
Project/Staff Professional	\$205 - \$225 per hour
Deposition and Trial Testimony	\$350 per hour
Draftsperson	\$120 per hour
Clerical	\$85 per hour
Field Technician	\$80 per hour
Outside Services (copying, shipping, permits, subcontracted services, etc.)	Cost + 15%
Mileage	\$0.45 per mile

July 25, 2016

445 Birch St
Lake Elsinore, CA 92530
Phone: (877) 360-9227
Fax: 877-444-2392



Atishma Kant
951-867-8574

225 E Fern Ave
Redlands, Ca 92373

Print-date: 9-21-2020

Prepared by: Joe Harris 951-367-8577 joeh@dalinghausconstruction.com

*** This is only an estimate, pricing will be determined after engineered plans are completed. Price could go up or down depending on scope.

This bid submittal includes all labor, materials, equipment and site supervision required to install as specified for the above referenced project.

Dalinghaus Construction is a licensed and insured contractor in the state of California.

Dalinghaus Construction carries the following classifications for all your construction needs.

Lic # 983851

- A - GENERAL ENGINEERING CONTRACTOR
- B - GENERAL BUILDING CONTRACTOR
- C-8 - CONCRETE
- C-61 / D30 - PILE DRIVING/PRESSURE FOUNDATION JACKING

Price Breakdown

Code	Description	Qty / Unit
Concrete - New Concrete Footing	- Installation of new footing / stem wall per engineered plans *** Standard description, footing will be built according to engineered plans. - Place new code approved foundation bolting with 2" sq washer. - Form up with 3/4" plywood and bracing. place #4 rebar in hole per code requirements. - Pour new concrete. - 3" exterior holes may be needed for concrete pour. *Price per LF.	178
Framing - Cripple Wall Repair	- Frame new cripple wall on new footing *Price per sqft **Does not include stucco or siding repairs	356

Phase II

Phases III-IV

Concrete - Concrete Pump	- Concrete pump required for limited access pours	2
Dumpster Rental	Onsite dumpster drop off - 10 yard lowboy for concrete/dirt haul away	3

Total Price: \$68,172.00

Terms and Conditions

1. Owner's Responsibilities: Owner is responsible to supply water, gas, sewer, and electrical utilities unless otherwise agree to in writing.

Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property. The owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for same or for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Owner shall point out and warrant the property lines to the Contractor, and shall hold Contractor harmless for any disputes or errors in the property line or setback locations.

2. Delays: contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or commission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspect or changes ordered by inspectors of authorized Government bodies, or for acts of indented Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications: If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement. Owner will pay assessments and charges required by public bodies and utilities for financing or repairing the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like.

4. Subcontracts: The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Completion and Occupancy: Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payments due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor, except claims arising from (a) liens, (b) disputes and unresolved matters between the Owner and Contractor arising out of or relating to the Contract, (c) failure of the Work to comply with the requirements of the Contract Documents, or (d) terms of special warranties required by the Contract Documents.

6. Insurance and Deposits: Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner. Contractor and his subcontractors and construction lender as their interests may appear; should Owner fail to do so, Contractor may procure such insurance as ages for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by disaster, accident, or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation. Contractor will obtain and maintain a commercial general liability insurance policy in a form satisfactory to Owner. Contractor will name Owner as an additional insured on Contractor's commercial general liability insurance policy. Prior to commencement of the work, Contractor shall provide to Owner certificates and endorsements identifying Owner as an additional insured under the insurance policy identified in and required by this paragraph.

7. Right to Stop Work: Contractor shall have the right to stop work if any payment shall not be made, when due, to the Contractor under this agreement; Contractor may keep the Job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.

8. Clean Up: Contractor will remove from Owner's property debris and surplus materials created by his operation and leave it in a neat and broom clean condition.

9. Validity and Damages: In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

10. Asbestos, Lead, Mold, and other Hazardous Materials: Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew, or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl, mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for the same, if Contractor encounters such substances, Contractor shall immediately stop work and all the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time of completion of the project may be delayed. In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or adjacent locations, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage of mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by the Owner as an extra.

11. Standards of Materials and Workmanship: Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed upon change order, including as and illustration and not as limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, and or decorator items.

12. Changes in Work: Should the Owner, construction leader, or any public body or inspector direct any modification or addition to the work covered by the contract, the contract price shall be adjusted accordingly. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts, and materials plus Contractor's fee of 20% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work.

12a: 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 subcontracted from the contract, and the effort the order will have on the schedule of progress payments. You 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. Extra work or a change order is not enforceable against a buyer unless the change order all identifies all the following in writing prior to the commencement of any work covered by the new change order: (1) The scope of work encompassed by the order; (2) The amount to be added or subtracted from the contract; and (3) The effect the order will make in the progress payments, if stated, otherwise, to be paid in lump sum prior to work being performed, but after agreed upon. 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.

13. Changes in the Work: Project consultants or city officials shall be deemed as agents of the owner and as such any modifications or additions to the work required by the owner's agents shall be compiled with any additional costs shall be the responsibility of the owner. Owner is advised that any and all permits relating to the work that Dalinghaus Construction will be performing is the complete responsibility of the property owner or owner's agent. All necessary inspection services, fees, and permits are the sole responsibility of the owner.

14. Attorney Fees: In the event that legal action is instituted in order to interpret or enforce any provision contained in the Contract, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or the Contract, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in an amount so as to compensate said prevailing party for any actual attorney fees, expert fees or other such costs incurred in good faith. Said award shall be entered separately or as a portion of the award of a judge in any such action.

15. Contractor License Requirements: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

16. Video and Photo Consent Release: I hereby give permission for images of my home, captured during my construction project through video, photo and digital camera, to be used solely for the purposes of Dalinghaus Construction, Inc promotional material and publications, and waive any rights of compensation or ownership thereto. Dalinghaus Construction, Inc will not reference customer address in any of proposed publications.

Additional Construction Notes:

- The general contractor/home owner is responsible for providing proper access for Dalinghaus Construction's installation equipment.
- If Dalinghaus Construction should encounter impassible unforeseen obstructions during pier installation, we will contact the owner to discuss the best alternative installation procedure. Core drilling or pier relocation are typical options.
- If core drilling or removing of obstructions is required, a price will be negotiated with the contractor/owner prior to additional work being completed.
- Due to the lack of proper soil information, Dalinghaus Construction reserves the right to change the pile configuration and associated costs based upon actual site conditions in order to achieve the required pile capacities.
- For each additional foot of excavation between 24"- 48" an additional charge of \$100 per additional foot will be incurred. Costs associated with footing depths beyond 48" will be determined based upon approved shoring/engineering plans.
- Due to the nature of the work, Dalinghaus Construction, Inc can not guarantee what is perceived as a perfect lift, however we will exhaust the product and structure's tolerances to allow for the desired lift height and/or benchmark to be achieved. If final lift elevations are not satisfied, Dalinghaus Construction, Inc will make additional recommendations in attempt to achieve desired lift height and/or benchmark. (Additional costs may be incurred. Additional costs will be negotiated with the contractor/owner prior to additional work being completed)
- Due to the nature of the work, fluctuating material costs, and city/county permitting requirements, prices are subject to change.

Contract Exclusions:

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
- Sprinkler line replacement, repair, and/or reroute.
- Any disposal of excavated materials.
- Structural or cosmetic damages due to the installation process.
- Prevailing wage rates.
- Providing traffic control services (if applicable).
- Permit costs and/or special inspectors which may be required by the issuing building department, utilities under and around the structure that may have to be removed or replaced, cosmetic finishes, and insurance premiums exceeding our policy limits of \$1,000,000/\$2,000,000, bond premiums.
- Structural and Geotechnical engineering unless otherwise stated in the proposal
- Bonding. If required, please add 1.5% to contract amount.

Payment Schedule:

- Deposit of 10% of Contract price, or \$1,000, whichever one is less. If structural engineering and/or geotechnical engineering are part of the contract these fees would also be required upon acceptance of the proposal.
- Move on payment for material and labor is due on project start date. (Typically, 50% of project total) Progress Payments will be submitted as necessary upon work completed.
- Project balance due upon completion of project.
- ***Client acknowledges that projects will be obligated to progress billing and payments. Client will further pay service charge of 1-1/3% per month (16% annum) if account is 30 or more days past due. Client would pay Dalinghaus Construction attorney's fees and costs to collect or enforce this contract if payments are not received within terms of this contract.
- ***Client acknowledges that any project check that is unable to be processed due to insufficient funds, cancellation, or other items that will result in a returned check fee, will be assess a cancellation fee from Dalinghaus Construction in the amount of \$35 per occurrence.
- ***Client acknowledges that if they are paying by credit card a 3% processing fee will be added to the amount processed.

Right to Cancel

- You may cancel this transaction, without penalty or obligation, within three business days from proposal acceptance.
- If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within 10 business days following receipt by Dalinghaus Construction of your cancelation notice and any security interest arising out of the transaction will be canceled.
- To cancel this transaction, mail or deliver a signed and dated copy of this cancelation notice or any other written notice, or send a telegram, to Dalinghaus Construction, Seller, at 540 Crane St, Lake Elsinore, Ca 92530 no later than midnight of the 3rd day following the date of acceptance.
- Pricing Valid for 60 days from date of quotation. All pricing is based upon the current costs of materials and straight-time labor rates relative to a mutually agreed upon schedule. If the proposal is accepted after the 60 days a new proposal will be supplied with updated product/service pricing. Prices subject to change.

Limited Warranty

- **Standard Exclusions Permitted By State Law** – This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.
- **General Terms** – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in the Contract is completed. This Warranty is in effect if the job specified in the Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as

specified in the Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Workers' Compensation insurance.

- **Foundation Piers** – Contractor warrants that the foundation piers will stabilize the affected area(s) against further settlement for twenty-five (25) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the foundation piers. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Contractor is not responsible for such damages. Foundation piers provide vertical support only and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost.
- **Crawlspace Jacks** – Contractor warrants that the Crawlspace Jacks will stabilize the affected area(s) against further settlement for five (5) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to make any necessary adjustments to the Crawlspace Jacks. Additionally, the manufacturer of Crawlspace Jacks warrants that Crawlspace Jacks will, under normal use and service, be free from defects in material and workmanship for twenty-five (25) years from the date of installation (see manufacturer's warranty for more details). If changes occur due to excess moisture in the area(s) where Crawlspace Jacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer.
- **Polyurethane Installation** – Contractor warrants that the polyurethane procedure will be warranted to any further settlement for ten (10) years from the date of installation. Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the polyurethane installation. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Contractor is not responsible for such damages. If lateral movement occurs, additional work may be needed at an additional cost.
- **Exclusions From This Warranty** – This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.
- **Customer's Responsibility** – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in the Contract under "Additional Notes."

Notice of Commercial Liability Insurance (CGL)

Dalinghaus Construction, Inc carries Commercial General Liability Insurance written by Kinsale Insurance Company. You may call the insurance company by phone at 888-745-0002 ext 2. You may also contact Steve Daniels by email at customerservice@preferredamerican.com.

Worker's Compensation Insurance

Dalinghaus Construction, Inc carries worker's compensation insurance for all of our employees

MECHANIC'S 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 mechanics' 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 "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 Notice.

You will not get Preliminary Notices from your direct 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 CSLE's Internet Web site at www.csle.ca.gov or call CSLE 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.

ARBITRATION OF DISPUTES

Arbitration of Disputes: Any controversy or claim arising out of or related to this contract, or breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American arbitration association, and judgment upon the award rendered by the arbitration(s) may be entered in any court having jurisdiction thereof. Claims within the monetary limit of the small claims court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the small claims court.

Any claim filed in small claims court shall not be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the small claims court is filed in the municipal or superior court, then the party filing in small claims court may demand arbitration pursuant to this paragraph.

Notice: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision 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. By initialing in the space below you are giving up 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 after agreeing to this provision, you may be compelled to arbitrate under the authority of the business and professions code or other applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

I agree to arbitration: X _____ I agree to arbitration: X _____
Owner/Owner representative Contractor

In the event that contractor and owner have not each initialed the arbitration provision above, then it shall be conclusively agreed without a subsequent written agreement by all parties, that neither party agrees to arbitrate nor the arbitration of disputes provision shall not be deemed to be a part of this agreement.

Confidentiality and Disclaimer - This proposal and any accompanying documents are strictly confidential. Recipients must not disclose any written or verbal information provided to them in this proposal and/or any other documents or findings to any third party, without the prior written consent of an authorized Dallinghaus Construction representative.

Signature

Print Name:

Date:

November 6, 2020

Planning Division
Development Services Department
City of Redlands

Re: Mills Act Application for 225 E Fern Ave

To Whom It May Concern:

Thank you for giving us the opportunity to submit additional documentation as to our home's rehabilitation plan. Enclosed, you will find an amended ten-year plan, followed by exhibits documenting vendor quotes. These quotes are based on the condition of the property currently, and may change accordingly as the issues identified age. Costs may also increase if we discover further issues when any of the identified restoration or repair work commences. Please note that we have not included permit fees in our estimated costs.

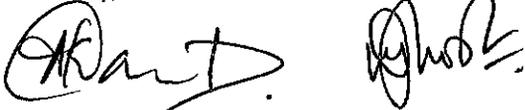
You had requested cost and work clarifications on the proposed projects. We hope to satisfy this requirement with the enclosed exhibits as well as the following additional clarifications:

1. Years 1 & 2 Window Restoration: The work is broken down into two phases between the two livable levels of the house (Ex.1a, Ex.2). The painting estimate after the work is done is the same because both phases consider the same number of windows (Ex.1b).
2. Years 3 – 6 Seismic Retrofit: We have divided Dalinghaus Construction's cost estimate of \$68,172 (Ex.4) into three sensible phases according to their breakdown of how work would be accomplished. You will notice in their price breakdown, Dalinghaus has used figure 178 to quantify the work, starting with a new concrete footing. The cripple wall repair is two values of 178 amounting to 356. This is because Dalinghaus estimates that the cost of the cripple wall repair on the North side of the house will be similar to the South side of the house. Using this logic, we have divided the entire cripple wall repair into two phases.
3. Years 7 & 8 Electrical Upgrade: The electrical meter upgrade (Ex.5) is necessary as the current meter of 90 amps is insufficient for contemporary family use. Currently we have to mindfully orchestrate our sequence of various appliance use so as to not go over this 90-amp limitation. Not doing so trips the circuit breakers. The current electric wiring in the house is the original knob-n-tube. We believe upgrading to current standards (Ex.6) will decrease electrical safety hazards.

As you can see from our 10-year plan, our projects are geared to keeping the integrity of this beautiful home secure. Without economic relief that can be secured via the Mills Act, we will find it extremely difficult financially to pursue these fixes.

We thank you again for your continued support.

Sincerely,



Atishma Kant and Debashish Ghosh
225 E Fern Ave, Redlands CA 92373
Email: AKant318@gmail.com; Debash@gmail.com
Cell: (951) 867-8574; (812) 360-3555

Ex. 5



Basco Electric Inc.

Atishma Kant
225 East Fern Avenue
Redlands, CA 92373

☎ (951) 867-8574
✉ akant318@gmail.com

ESTIMATE	#39
ESTIMATE DATE	Oct 23, 2020
SCHEDULED DATE	Fri Oct 23, 2020 3:00pm
TOTAL	\$5,500.00

CONTACT US

176 East 34th Street
San Bernardino, CA 92404

☎ (909) 915-4748
✉ receptionist@bascoelectric.com

ESTIMATE

Services	amount
200 amp meter/main service upgrade	\$5,500.00
Remove existing 125a Underground fed, flush mount panel. Replace with New 200a Meter/Main flush mount panel. Includes Removal and re-attachment of Edison meter and Service wires, New grounding electrodes and New breakers. Includes minimal stucco patch around panel if necessary. (Permits included)	
Total	\$5,500.00

Ex. 6



Basco Electric Inc.

Atishma Kant
225 East Fern Avenue
Redlands, CA 92373

(951) 867-8574
akant318@gmail.com

ESTIMATE	#39-2
ESTIMATE DATE	Nov 02, 2020
SCHEDULED DATE	Fri Oct 23, 2020 3:00pm
TOTAL	\$3,178.00

CONTACT US
176 East 34th Street
San Bernardino, CA 92404

(909) 915-4748
receptionist@bascoelectric.com

ESTIMATE

Services	amount
Complete Home Rewire Remove and replace all accessible out dated electrical wiring to receptacle and switches.	\$3,178.00
Total	\$3,178.00

Ex 7

Steven's Home Improvement & General Contracting

Estimate

Steven's Home Improvement & General Contracting
(951)208-5194
shigeneral@rocketmail.com
PO Box 2156
Running Springs, CA. 92382
State Lic. 972875

BILL TO

Atishma Kant
(951)867-8574
225 E. Fern Ave.
Redlands, Ca. 92373

Estimate # 6
Date 30 Apr 2020

Item	Quantity	Price	Amount
Atishma Kant Red brick fireplace chimney Repair and replace red bricks at the top of the chimney. Also install a new weather cap made custom to fit like the other chimney next to it.	1	\$1,175.00	\$1,175.00

Subtotal \$1,175.00

Grand Total **\$1,175.00**

Note

One hundred dollar deposit to start.

Terms and conditions

Full payment upon completion.
Cash
Check
Venmo
Zelle

By signing this document, the customer agrees to the services and conditions described in this document.

Steven's Home Improvement & General Contracting

Atishma Kant

30 Apr 2020

(/ /)



Atishma Kant
Repair chimney



Ex. 8

Estimate EST0276

NAME Atishma
ADDRESS 225 E. Fern Ave Redlands ca 92373
PHONE (951) 867-8574
EMAIL akant318@gmail.com
DATE May 10, 2020

JBI GENERAL CONSTRUCTION INC.

Business #: 1034980
PO BOX 306 PATTON HIGHLAND, CA. 92369
909 4866915
jbiconstruction306@gmail.com

DESCRIPTION	UNIT PRICE	QTY	TOTAL
Seismic retrofit complete in the basement <i>Price is included labor and materials</i>			\$46,700.00
Tear down hardwood floor on the front porch of the house and replace them with something similar. <i>Price included labor and materials, and installation</i>			\$8,700.00
		SUBTOTAL	\$55,400.00
		TOTAL	\$55,400.00

Thanks for your business! Questions? Comments? Contact us at 909 4866915 or jbiconstruction306@gmail.com we'll be happy to answer any questions or concerns.



Painting Services Estimation

To: Debashish Ghosh
255 E Fern Ave, Redlands, CA 92373

Dear Debashish,

Thank you for considering our painting services for the exterior of your home. We're bringing to your project a significant experience in painting of high-end projects, where the quality of craftsmanship and that of materials used is of the highest importance.

Please find below the estimation for the painting services you requested:

1. Painting the exterior siding, dormers, eaves, fascia boards, window and door trims, one front door and two back doors, of the house located at 255 E Fern Ave, Redlands, CA 92373.

- Includes:
 - i. Pressure washing the entire exterior of the house, in order to clean the surfaces and prepare them for painting
 - ii. Scraping loose paint on wooden areas of siding, eaves, fascias and trims
 - iii. Repairing cracks and damages on the wooden areas
 - iv. Priming the repaired areas
 - v. Painting the exterior siding, dormers, eaves, fascia boards, window and door trims, one front door and two back doors
 - vi. All the necessary supplies, including ultra-premium paint (Evershield) by Dunn-Edwards
 - vii. Your choice of paint color and sheen (3-4 color scheme)
- Approximate time of completion: 11 days.
- **Price: \$5,650**
- Should you choose to use a different paint - premium paint - *Spartashield* by Dunn-Edwards, **the price will become \$5,550**. All the other included services will remain the same. While Spartashield is still a premium paint, it is not as long lasting and won't show true, rich, dark colors as well as Evershield.

Ispas Painting offers complimentary color consultation.

Please, let me know if you have any questions regarding this estimate, which is valid 30 days.

Wednesday, April 1, 2020

Bela Ispas

ATTACHMENT "D"

Secretary of Interior Standards

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

ATTACHMENT "E"

Resolution No. 2018-19

RESOLUTION NO. 2021-07

A RESOLUTION OF THE HISTORIC AND SCENIC PRESERVATION COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE A MILLS ACT CONTRACT FOR 225 E. FERN AVENUE.

WHEREAS, Atishma Kant and Debashish Ghosh, have submitted an application to enter into a Mills Act Contract for a single family residential property, located at 225 E. Fern Avenue (the “Property”), within the East Fern Avenue Historic and Scenic District and in the R-2 (Multiple-Family Residential) District (APN: 0171-373-17-0000).

WHEREAS, on June 3, 2021, the Historic and Scenic Preservation Commission reviewed the Mills Act application at a regularly scheduled meeting; and,

WHEREAS, the Property meets all of the eligibility criteria to participate in the City’s Mills Act Program, in that it is located within the City of Redlands, is privately owned, not exempt from taxation, located within a designated historic district, and the estimated cost of the rehabilitation plan will exceed the estimated tax savings; and,

WHEREAS, participation in the Mills Act will encourage preservation of a historically significant property by allowing a property owner to receive property tax relief in exchange for rehabilitating, preserving, and maintaining a historic property rather than demolishing or significantly modifying it; and,

WHEREAS, Public Resources Code Section 15061(b)(3) indicates that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environmental and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

WHEREAS, following the review for the Mills Act application, the Historic and Scenic Preservation Commission determined that the Mills Act application is not subject to the California Environmental Quality Act, pursuant to Section 15061(b)(3) of the CEQA Guidelines.

WHEREAS, the Historic and Scenic Preservation Commission determined that the 10-Year Rehabilitation Plan would be consistent with the Secretary of Interior Standards, and future work under the plan would be subject to future permits and Certificate of Appropriateness applications, as appropriate; and,

NOW, THEREFORE, BE IT RESOLVED by the Historic and Scenic Preservation Commission of the City of Redlands as follows:

Section 1. The Historic and Scenic Preservation Commission recommends to the City Council that the Mills Act application is not subject to the California Environmental Quality Act, pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Section 2. The Historic and Scenic Preservation Commission recommends that the City Council approve the Mills Act Contract for 225 E. Fern Avenue.

Section 3. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 3rd day of June, 2021.

Kurt Heidelberg, Historic and Scenic
Preservation Commission Chair

ATTEST:

Linda McCasland, Secretary

I, Linda McCasland, Historic and Scenic Preservation Commission Secretary of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Historic and Scenic Preservation Commission at a regular meeting thereof held on the 3rd day of June, 2021.

AYES:

NOES:

ABSENT:

ABSTAINED:

Linda McCasland, Historic and
Scenic Preservation Commission
Secretary