



CONSTRUCTION CONTRACT

Date: 3/2/2023	Proposal #: 23067
To: Arroyo Oaks HOA c/o CBCI Construction 1542 Edinger Ave, Suite A Tustin, CA 92780	Project: Arroyo Oaks - Waterproofing
Phone: 949.542.7265	Address: 124 Monterey Road South Pasadena, CA 91030
	Attention: Frank Blefari
	Email: fblefari@cbciconstruction.com

SECTION 1. SCOPE Ridgeline Construction Group, a California corporation, hereinafter defined as "Ridgeline", agrees to furnish all labor, materials, equipment and other facilities required to complete the following work:

Scope of Work:

1. Install protections around stair and elevator area to restrict access to affected areas of project.
2. Install walking/ egress paths for affected units.
3. Remove stucco and lath 18 inches above existing slab.
4. Remove CMU block walls of 4'x4' planter, per Scope provided.
5. Saw cut around building's perimeter, 30 inches from face of studs and inside planter area.
6. Remove topping slab to expose waterproofing.
7. Remove 18 inches of waterproofing from wall to open area, per Scope provided.
8. Remove deck to wall flashing around both elevator shafts.
9. Surface profile existing slab to CSP 3-4.
10. Install new 24-gauge 316 stainless steel 4x12 deck to wall flashing. Flashing to be installed in two rows, 6 inches on center staggered, using urethane sealant fasteners.
11. Prime metal using nonporous metal primer.
12. Continue metal to a point ½ inch below finish floor where flashing crosses open walk to interior.
13. Install sealant joint 1 inch wide by ¼ inch deep with approved bond breaker in bottom.
14. Install 120mills of CIM 1000 from top of slab to top of deck to wall flashing.
15. Install 10 mills coat of CIM and sand to refusal on vertical surface of CIM.
16. Install J drain 1000 on the horizontal surface.
17. Install weep screed 2" about finish concrete surface.
18. Install 9-inch strip of Vycor Ultra S.A.M.
19. Install lath and wire and tie-in in shingle fashion.
20. Install stucco and finish to match existing.
21. Drill and epoxy #3 epoxy-coated rebar 12 inches on center around perimeter of existing slab. Rebar to be set in Simpson SET XP epoxy.
22. Install 1 inch expansion material against building.
23. Pour new concrete 3500 psi patch salt finish (color to be added).



24. Prime and paint stucco areas to match as close as possible.
25. Install 1x1/2-inch sealant joint between building and new concrete.
26. Clean up and remove all debris from jobsite.

AMOUNT: \$82,942.00

Option:

- | | |
|--|-------------|
| 1. Replace 2x4 or 2x6 bottom plate: | \$42.00/ LF |
| 2. Exposed 2x4 or 2x6 sisters on studs: | \$26.00/ LF |
| 3. Remove and replace stucco: | \$27.50/ SF |
| 4. Paint (per sq. ft. body): | \$3.75/ SF |
| 5. Paint per lineal foot trim: | \$4.00/ LF |
| 6. Remove and reset additional concrete: | \$28.00/ SF |
| 7. Specified water proofing system: | \$27.00/ SF |

Qualifications, Conditions and Exclusions:

SECTION 2. PRICE AND PAYMENT The Owner agrees to pay Ridgeline for the strict performance of the work, the sum of **\$82,942.00**.

A 20% of the contract amount upon acceptance of this Agreement. Payment is due upon completion of work, or in accordance with the Payment Schedule as listed in the Agreement and considered late after 30 days.

SECTION 3. ENTIRE AGREEMENT. This agreement represents the entire agreement between Ridgeline and the Owner regarding the work described in Section 1, and supersedes any prior written or oral agreements or representations as to that work.

SECTION 4. CHANGES IN WORK. The work shall be subject to changes or additions, deletions or revisions by the Owner. Ridgeline will be notified by receipt of written additions. Whenever an adjustment in the Contract price or Contract time is required because of Owner's request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Ridgeline (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), Ridgeline shall submit to the Owner within a reasonable time a detailed estimate, in writing. All Change Order, once signed by both parties will become part of the Contract. Ridgeline shall not be obligated to perform changes in the work or additional work until the Owner has approved, in writing, the changes to the Contract price and the Contract time.

SECTION 5. PERMITS, LICENSES AND REGULATIONS. Permits and licenses necessary for the prosecution of the Work shall be obtained and paid for by Ridgeline. The Owner shall assist Ridgeline in obtaining such permits and licenses. Owner to reimburse Ridgeline for any costs associated with pulling permits, including architectural and/or structural drawings and calculations.



SECTION 6. TERMINATION. The Owner reserves the right to terminate the work for its convenience upon notice in writing to Ridgeline. In such an event, Ridgeline shall be paid its actual costs for the portion of the work performed to the date of termination, and for all of Ridgeline's incurred costs of termination, including demobilizations and any termination charges by vendors and subcontractors, plus 20% of all of Ridgeline's actual and incurred costs for overhead and profit.

SECTION 7. INSURANCE. Ridgeline shall have no obligation to defend Owner except to the extent of the following coverage:

14.1.1. Casualty Insurance

- a. Worker's Compensation and Employer's Liability Insurance;
- b. Commercial General Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles.

SECTION 8. 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.

SECTION 9. ARBITRATION. Any controversy or claim arising out of or relating to this Contract or its alleged breach, which can not be resolved by mutual agreement, shall be settled by arbitration in accordance with JAMS Rules in effect on the date of the Contract, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Owner and Ridgeline agree that, should Ridgeline be potentially or actually a party to a lawsuit or arbitration arising out of or connected to this Contract, Owner shall appear in, and be bound by the decision in, that lawsuit or arbitration. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.



SECTION 10. WARRANTY. Ridgeline warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified and that all work under this agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with manufactures specifications and building codes. Said warranty shall extend for a period of twelve months, or as defined below, from the date of substantial completion of Ridgeline's No warranty work shall be undertaken unless Ridgeline has received full and complete payment for work and any signed Change Orders. A written notice of any potential warranty claims must be made within 30 days of discovery. Ridgeline will be given the opportunity to inspect and provide corrective action within a reasonable timeframe.

Waterproofing Warranty Period: 5 Years
Concrete and Stucco Warranty Period: 2 Years

SECTION 11. MECHANICS LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' 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 '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 [B] NOTIFICATION AND DISCLOSURE STATEMENTS Continued [B.4] 1 4 CONTRACTING FOR SUCCESS 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 website at www.cslb.ca.gov or call CSLB at 1-800-321-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.

Ridgeline Construction Group
26242 Dimension Drive, Suite 240
Lake Forest, CA 92630
P: 888.799.5975



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 website at www.cslb.ca.gov CALL CSLB at 1-800-321-CSLB (2752) WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

Contractor: _____ 3/2/2023
Ridgeline Construction Group Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: _____
Date

Notice to Owner

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

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOPARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321 CSLB FOR MORE INFORMATION.