

**FEINGOLD and YOUNGLING****A Professional Law Corporation****810 Fifth Avenue****San Rafael, California 94901****Telephone: (415) 454-1090****Stanley A. Feingold****Glenn H. Youngling****Arthur G. Silverman\*****Michael Linn\*\*†****Facsimile:****(415) 454-5512**

\* Also admitted in New York &amp; Connecticut

\*\* Also admitted in New York &amp; Arizona

† Certified Public Accountant

**Date: June 22, 1990****Time: 8:15 p.m.****To: Dennis Herrick, Manager****Of: Daniel Burnham Court****From: Glenn H. Youngling, Esq.****Subject: Balcony Repairs****Total number of pages (including this cover page): 5****SENDING FAX NUMBER: (415) 454-5512****RECEIVING FAX NUMBER: (415) 771-7452****MESSAGE:****Dennis:****Sent herewith is a revised "Notice of Balcony Repair" for your consideration.****Also there is Beyer's draft agreement regarding the scope of work.****Please call so that we can discuss these.****Glenn**

y/dbfax

**A001238**

April 9, 1990

Van Ness Center Associates  
c/o William Lukes & Associates  
200 Green Street  
San Francisco, CA 94111

**DRAFT**

Re: Daniel Burnham Court Homeowners' Association  
Completion of Balcony Repairs

Dear Mr. Lukes:

The Association is concerned about expediting the final repairs necessary to the balconies. It is my understanding that the original design and/or construction of the balcony metal railings and metal posts permitted water to enter the hollow areas, drain down into the base and collect causing deterioration and stains. Further, I gather that while work has been performed to repair the bases, in order to complete the repairs it is necessary to access the balconies three times. The first to wash the balcony surface, the second to prime the surface and the last to apply the elastomeric coating. There are may be in the range of one hundred such balconies.

As part of the original repair effort, the Association provided you with office facilities and a roster of residents so that you could arrange daytime access in the sequence you wanted. Now you have indicated that you want the Association to undertake the burden of arranging access on perhaps three occasions within several days to what may be a hundred condominiums -- all so that you can follow up on the repairs to facets of the construction for which you, the developer, are liable. As you know the Association has no master key or other ready means of access that is not readily available to you as well.

Certainly, the Association will cooperate with you by providing you with office facilities on site and owner rosters in order to facilitate your coordination of this work. Further, the Association stands ready to provide you with the cloak of appropriate authority under CC&R Section 6.1.1 or any other section that will enable you to carry out these repairs. Ultimately, however, the burden of arranging the access is yours whether you choose to arrange entry with the individual residents by the front door or by way of "painter's scaffolds" lowered from the roof.

It is apparent to me that the costs you incur in obtaining access and making repairs are compensable to you from whatever contractor or design professional may have been responsible for the defective construction in the first place. Similarly, if the Association were to litigate, it would be entitled to recover all such related costs as damages. I believe the Association is within its legal rights to expect you to follow through. If you really believe otherwise, I would be interested in your rationale.

AG001226

Van Ness Center Associates  
April 16, 1990  
Page -2-

The Association stands ready to continue its cooperation in all reasonable respects. Please confirm that you are ready to carry these repairs forward and the time frame in which you expect to commence and complete the job. If you intend to gain access from the inside, the Association needs to know what office facility support will help. If it is from the outside, the Association will want to post a notice so that the owners will know what to expect.

If you have some legal basis for the proposition that you are not responsible for this scheduling and work, I would appreciate your responding to me. Otherwise I suggest that you contact the Association manager, Mr. Herrick, to inform him of how and when you will proceed. In either case, I ask that you respond not later than April 23, 1990.

Very truly yours,

FEINGOLD and YOUNGLING  
A Professional Law Corporation

**DRAFT**

GLENN H. YOUNGLING

GHY:kb  
k/db.vanness

cc: Dennis Herrick, Manager

A001225

\*\*\*END\*\*\*

RECEIVED  
JUL - 9 1990

RECEIVED

JUL 10 1990

WILLIAM C. LUKES

cc: JOE MAZZETTI  
DENNIS HEFFICK

July 5, 1990

William Lukes  
William Lukes + Associates  
200 Green Street  
San Francisco, CA 94111

RE: Daniel Burnham Court  
San Francisco, CA

Subject: Balcony Rail Posts

Dear Mr. Lukes:

On June 26, 1990 I met with Steve Levy at the referenced project. The purpose of my work that day was to visually observe reported staining conditions at railing posts on some of the balconies of units in the east and west towers. Steve and I observed rails of units 401, 712, and 904.

## Observations

1. The posts on 401 balcony had been drilled but not filled with the pourable sealer. There was a rust colored stain on the deck coating at the base of the north corner post. There was a crystalline residue on the post at the joints; this residue dissolved when it came in contact with water. Most of the rust stain was superficial and washed off with rinsing.
2. An original rust stain near an intermediate post on 712 balcony has remained essentially the same size and color. It was not coated over since the filling of the posts with pourable sealer. The rust has not spread. All other posts were free of crystalline residue and rust.
3. One post on 904 balcony had some small amount of a light yellowish crystalline residue which dissolved in water. The surface of the balcony was slightly discolored around the base of the post where this residue was observed. The stain washed off the deck coating under manual pressure.

## Comments

- In most cases residue of the original setting grout was not removed from the hollow posts before they were reset into the cleaned and primed iron cans. On some sealer-filled posts, small quantities of water from the surface of the balcony will be drawn up the joints of the post metal via capillary action. If in sufficient

quantities, the water will rewet the setting grout remaining in the posts *below the sealer*. This will cause a leaching of dissolved minerals. When the water evaporates, the crystals remain.

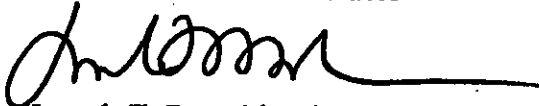
- There is some iron oxide (rust) distributed within the old setting grout that remains within most of the posts. This will also leach out when wetted, and may cause minor local restaining around the base of a post.
- This phenomena may continue to cause some minor staining of balconies until the water-soluble salts and oxides are dissipated. The stains can be removed by washing with a mild detergent and brush, followed by flushing with clean water.
- Any post that were drilled but not filled with pourable sealer should be completed prior to the end of the recoating phase.

## **Recommendation**

Because some minor restaining can be anticipated, the homeowners association should be apprised of the potential as described above.

Sincerely,

J. F. Dworkin & Associates



Joseph F. Dworkin, CSI, CRCI

/rlb

**J.F. DWORKIN & ASSOCIATES**

**A001253**

**FELDMAN, WALDMAN & KLINE**  
**A Professional Corporation**  
**ATTORNEYS AT LAW**  
235 Montgomery Street, 27th Floor  
San Francisco, CA 94104  
Telephone (415) 981-1300  
Telecopy (415) 394-0121

**MULTI-PARTY TELECOPY TRANSMITTAL SHEET****PLEASE DELIVER THE FOLLOWING PAGES TO:**

**NAME:** Mr. Dennis Herrick  
**TELEPHONE:**  
**TELECOPY:** 771-7452

**NAME:** Mr. William Lukes  
**TELEPHONE:**  
**TELECOPY:** 398-1611

**NAME:** Glenn Youngling, Esq.  
**TELEPHONE:**  
**TELECOPY:** 454-5512

**NAME:**  
**TELEPHONE:**  
**TELECOPY:**

**NAME:**  
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**NAME:**  
**TELEPHONE:**  
**TELECOPY:**

**TELECOPY FROM:** Michael K. Beyer

**CLIENT/MATTER:** 3789-0127

**TOTAL NO. OF PAGES**  
**INCLUDING COVER SHEET:** 5

**IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL BACK AS SOON AS POSSIBLE.**

**MESSAGE SECTION**

**DATE:** 7/5/90  
**TIME:** 3:20 p.m.  
**TELECOPY OPERATOR:** WALLY

**CONFIRMATION** ☐

**A001252**

# Feldman Waldman & Kline

A PROFESSIONAL CORPORATION

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July 5, 1990

Fax No. 771-7452

Mr. Dennis Herrick  
Daniel Burnham Court  
Master Owners Association  
One Daniel Burnham Court  
San Francisco, CA 94109

Re: Daniel Burnham Court Balconies

Dear Dennis:

Enclosed is a revised version of the letter agreement correcting the reference to Joe Dworkin to indicate that he is the developer's consultant. Please have the letter agreement signed on behalf of the HOA and return it to me. Bill Lukes would like to know that the letter has been finalized in order that he can give instructions to the contractor for the work to begin, as scheduled, on July 9.

Please phone me with any questions.

Very truly yours,

*Michael K. Beyer*  
Michael K. Beyer

MKB:as  
Enclosure

cc by fax: Glenn Youngling, Esq.  
Mr. William Lukes

A001251

VAN NESS CENTER ASSOCIATES  
c/o William Lukes & Associates  
200 Green Street, 2nd Floor  
San Francisco, CA 94111

June 29, 1990

Daniel Burnham Court Homeowners' Association  
c/o Dennis Herrick  
One Daniel Burnham Court, Suite 245  
San Francisco, CA 94109

Re: Balconies

Ladies and Gentlemen:

This letter will set forth the agreement reached in our meeting of June 19, 1990 regarding the work to be completed on the balconies at Daniel Burnham Court. Present at the meeting were: Bill Lukes and Steve Levy of William Lukes & Associates, representing Van Ness Center Associates, the developer; Mike Beyer of Feldman, Waldman & Kline, counsel for the developer; Dennis Herrick on behalf of the Homeowners' Association; Glenn Youngling, counsel for the Association; Joe Mazzetti on behalf of Perini, the general contractor; Ed Wilson, the chief building engineer; and Bob Reck, representing Abco.

The following steps have been and will be taken:

1. Subsequent to the meeting of June 19, Steve Levy, Bob Reck and Dennis Herrick met to schedule the remaining work in consultation with Joe Dworkin, the developer's consultant. In general, approximately 21 "drops" are anticipated. Five working days (not necessarily consecutive) will be required for each unit: day one, wash the deck; day two, allow for drying; day three, preliminary coating; day four, drying; and day five, final application. To the extent possible, the work will be scheduled such that each bank of units will be designated for an approximate two-week window period during which the work will be carried out.

A001250



Different stages of the work will be completed simultaneously on various of the drops. The total work to complete all remaining units is estimated at approximately two months, weather permitting.

2. Based on the schedule of work, Dennis Herrick and Glenn Youngling have prepared and sent a notice to the homeowners. As indicated in the notice, additional expenses (est. \$500.00) will be incurred to complete work on units which do not cooperate with the program as outlined. The expense of additional work will be the responsibility of the Association which may seek to pass the expense through to the owner by special assessment.

3. The work is to commence approximately July 9, 1990. A reminder notice to the owners will be sent by the Association on approximately July 6.

4. It is now expected that the equipment can be rigged from the building roof, without necessity of accessing the terraces through units. If, however, access through units turns out to be required, the Association will have the responsibility for contacting the relevant owners to obtain access. The Association will be responsible for any security during access.

5. Abco will do the rigging with assistance from the building personnel.

6. The Association will be responsible for dealing with owners who do not remove their personal affects in accordance with the notice. In particular, building personnel will either remove items left on the balcony or, where removal is not practical, cover the affected balcony or take other appropriate protective measures. To the extent the building personnel will utilize equipment of Abco, they will sign an appropriate release as requested by Abco.

7. Any unit which does not cooperate will be passed. Although the developer and its contractors will take reasonable steps to accommodate the Association with respect to uncooperative units within the restraints of the agreed work schedule, there is no undertaking by the developer to reschedule work outside the parameters of that schedule or to incur additional expense. The Association will be solely responsible for completion of work on those units.

8. The Association, through Dennis Herrick, will, throughout the work, cooperate with the developer and its contractors to facilitate the work to the extent of the Association's powers and rights under the CC&R's.

A001249

Please signify your agreement to the above by signing  
and returning to us a copy of this letter.

VAN NESS CENTER ASSOCIATES

By \_\_\_\_\_

AGREED TO:

DANIEL BURNHAM COURT  
HOMEOWNERS' ASSOCIATION

By: 



**FAX TRANSMISSION COVER SHEET**

22

PAGES SENT TO

Wm Lukes & Assoc

FROM DANIEL BURNHAM COURT MASTER OWNERS' ASSOCIATION

DENNIS HERRICK Title G.M.

IF THERE ARE ANY PROBLEMS IN RECEIVING THIS TRANSMISSION, PLEASE CALL

DANIEL BURNHAM COURT AT (415) 771-9910, FAX# (415) 771-7452

DATE: 6-28-90 TIME: 3:40

MEMO:

for your review/

please call me with  
any problems

D.

6/28/90 to Bill Lukes  
called to say  
this was ok.

A001246



To: Daniel Burnham Court Residents  
From: Dennis G. Herrick, General Manager  
Re: Final Balcony Repair Work

June 27, 1990

**WHAT:** The final phase of balcony repairs consisting of a chemical wash down, a drying period, application of primer, and application of the final coating.

**WHEN:** During two week "window" periods, which will take place during July and August. You will receive a notice several days before work is to begin on your balcony. At the completion of work on your balcony, a notice will be posted on the glass door. Work on the first balconies will begin on July 8, 1990.

**WHO:** The work will be performed by ABCO Waterproofing, and will be paid for by the Developer. The Association will be cooperating in this effort.

**HOW:** Davits will be attached to the roof or terrace above each stack of balconies. Workmen will lower themselves in a basket to get access to each balcony below. There is no need for access to the inside of your residence. If you live in a top terrace unit where the davits must be placed, workmen will be on your terrace for this construction.

**WHAT** To protect from runoff or inadvertant overspray, it is critical that you remove all personal property from your balcony, whether or not it is scheduled for recoating. This includes flower pots and anything else that you may have there. All items must be removed from your balcony. Once commenced, the work will require between one and two weeks. You cannot use your balcony during this period of time.

If there is anything left on your deck, the Association will attempt to remove the material, store it, and you will be charged for the costs of doing so, as well as any delays caused to the contractor. If for any reason the material is not or cannot be removed by the time the contractor is ready for your stack, he may pass your stack altogether. You will be responsible for any additional costs incurred by having the contractor return. (See generally CC&R section 6.1). Costs per unit affected could be in the range of \$500.00.

A001245

**IF YOU NEED MORE INFORMATION OR THERE IS A PROBLEM, PLEASE CALL  
THE ASSOCIATION OFFICE AT 415/771-9910.**

If you need further information, or require any assistance, please call. If you experience any problems with the workers, workmanship, or the condition your balcony is left in, please advise the office immediately so the Association can address any problem while the contractor is still on the site.

Thank you very much for your cooperation.

**A0012-14**

# NOTICE OF BALCONY REPAIR

DATE: June 26, 1990  
TO: Daniel Burnham Court Residents  
FROM: Dennis G. Herrick,  
Daniel Burnham Court General Manager

**WHAT:** The final phase of balcony repairs consisting of a chemical wash down, drying period, application of primer and application of the final coating.

**WHEN:** During two week "window" periods which will take place during July and August. You will receive a notice several days before work is to commence on your balcony. At the completion of work on your balcony a notice will be posted on the glass door. Work on the first balconies will commence July 8, 1990.

**WHO:** The work will be performed by ABCO Waterproofing and will be paid for by the Developer. The Association will be cooperating in this effort.

**HOW:** Davits will be attached to the ~~top balcony of~~ <sup>Roof or Terrace above</sup> each stack of balconies. Workmen will lower themselves in a basket to get access to each balcony below. ~~There is no need for access to the inside of your residence unless you live at the top of a stack of balconies. If you live in a top Terrace unit where the davits must be placed, you will be contacted with additional information. Interior access to place and remove the davits will be necessary for two brief periods.~~

*Workmen will be on your Terrace for the construction*

**WHAT YOU MUST DO!** To protect from runoff or inadvertent overspray, it is critical that you remove all personal property from your balcony, whether or not it is scheduled for recoating. This includes flower pots and anything else you may have there. All must be removed. Once commenced, the work will require between one and two weeks. You cannot use your balcony during this period of time.

If there is anything left on your deck, the association will attempt to remove the material, store it and you will be charged for the costs of doing so as well as any delays caused to the contractor. If for any reason the material is not or cannot be removed by the time the contractor is ready for your stack, he may pass your stack all together. You will be responsible for any additional costs incurred in having the contractor come back. (See generally CC&R Section 6.1). Costs per unit affected could be in the range of \$500.

**IF YOU NEED MORE INFORMATION OR THERE IS A PROBLEM,  
CALL THE ASSOCIATION OFFICE AT: (415) 771-9910**

If you need further information or require any assistance, please call. If you experience any problems with the workers, workmanship or the condition your balcony is left in, please advise the office immediately so the Association can address any problem while the contractor is still on site.

y/db.balc  
dlr:6-25-90

A001243

\*\*\*END\*\*\*

**FEINGOLD and YOUNGLING**

A Professional Law Corporation  
810 Fifth Avenue  
San Rafael, California 94901  
(415) 454-1090  
Fax: (415) 454-5512

Date: 6-26-98 Time: 12:45 p.m.

To: Dennis Herrick

Attn: \_\_\_\_\_

From: Karen

Subject: Daniel Burham

Total number of pages (including this cover page): 4

SENDING FAX NUMBER: (415) 454-5512

RECEIVING FAX NUMBER: (415) 771-7452

**Additional Comments:**

Sorry I left these out!

Karen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

k/fax

A0012.12

\*\*\*END\*\*\*

**[VNCA LETTERHEAD]**

June \_\_, 1990

Daniel Burnham Court Homeowners' Association  
c/o Dennis Herrick  
One Daniel Burnham Court, Suite 245  
San Francisco, CA 94102

Re: Balconies

Ladies and Gentlemen:

This letter will set forth the agreement reached in our meeting of June 19, 1990 regarding the work to be completed on the balconies at Daniel Burnham Court. Present at the meeting were: Bill Lukas and Steve Levy of William Lukas & Associates, representing Van Ness Center Associates, the developer; Mike Rayer of Feldman, Waldman & Kline, counsel for the developer; Dennis Herrick on behalf of the Homeowners' Association; Glenn Youngling, counsel for the Association; Joe Mazzetti on behalf of Perini, the general contractor; Ed Wilson, the chief building engineer; and Bob Rack, representing Abco.

The following procedures have been agreed upon:

1. Steve Levy, Bob Rack and Dennis Herrick will meet to schedule the remaining work in consultation with Joe Dworkin, the Association's consultant. In general, approximately 21 "drops" are anticipated. Five working days (not necessarily consecutive) will be required for each unit: day one, wash the deck; day two, allow for drying; day three, preliminary coating; day four, drying; and day five, final application. To the extent possible, the work will be scheduled such that each bank of units will be designated for an approximate two-week window period during which the work will be carried out. Different stages of the work will be completed simultaneously on various of the drops.

AO01241



Daniel Burnham Court  
Homeowners' Association  
June \_\_, 1990  
Page 2

The total work to complete all remaining units is estimated at approximately two months, weather permitting.

2. Based on the schedule of work, Dennis Herrick and Glenn Youngling will draft a notice to the homeowners. In general the notice will describe the work to be done, the anticipated scheduling and the responsibility of each owner to remove personal effects from his deck during the pertinent period of work. The notice will highlight to owners the additional expense (est. \$500.00) which will be incurred to complete work on units which do not cooperate. The expense of additional work will be the responsibility of the Association which may seek to pass the expense through to the owner by special assessment. The draft notice is to be submitted to Bill Lukes and Mike Beyer for review on behalf of the developer.

3. The work is to commence approximately July 9, 1990. Thus, the notice should be mailed not later than the week of June 25, 1990. A reminder notice to the owners will be sent by the Association on approximately July 6.

4. To undertake the work, Abco will need access to the terrace unit above each drop. The Association will have the responsibility for contacting the relevant owners to obtain access.

5. Abco will do the rigging from each terrace. Building personnel will bring the davit arms through each affected unit to the terrace; Abco personnel will be available to assist. The Association will be responsible for any security during access. It is anticipated that each unit owner providing access would only be affected twice: once, to bring the davit arms out to the terrace; and second, to remove the davit arms at the end of the anticipated two-week working period.

6. The Association will be responsible for dealing with owners who do not remove their personal effects in accordance with the notice. In particular, building personnel will either remove items left on the balcony or, where removal is not practical, cover the affected balcony or take other appropriate protective measures. To the extent the building personnel will utilize equipment of Abco, they will sign an appropriate release as requested by Abco.

7. Any unit which does not cooperate will be passed. Although the developer and its contractors will take reasonable

AG001240

\*\*\*END\*\*\*

Daniel Burnham Court  
Homeowners' Association  
June \_\_, 1990  
Page 3

steps to accommodate the Association with respect to uncooperative units within the restraints of the agreed work schedule, there is no undertaking by the developer to reschedule work outside the parameters of that schedule or to incur additional expense. The Association will be solely responsible for completion of work on those units.

8. The Association, through Dennis Herrick, will, throughout the work, cooperate with the developer and its contractors to obtain access and otherwise facilitate the work to the extent of the Association's powers and rights under the CC&R's.

Please signify your agreement to the above by signing and returning to us a copy of this letter.

VAN NESS CENTER ASSOCIATES

By \_\_\_\_\_

AGREED TO:

DANIEL BURNHAM COURT  
HOMEOWNERS' ASSOCIATION

By: \_\_\_\_\_

A001239

\*\*\*END\*\*\*

# NOTICE OF BALCONY REPAIR

DATE: June 26, 1990  
TO: Daniel Burnham Court Residents  
FROM: Dennis G. Herrick,  
Daniel Burnham Court General Manager

---

**WHAT:** The final phase of balcony repairs consisting of a chemical wash down, drying period, application of primer and application of the final coating.

**WHEN:** During two week "window" periods which will take place during July and August. You will receive a notice several days before work is to commence on your balcony. At the completion of work on your balcony a notice will be posted on the glass door. Work on the first balconies will commence July 8, 1990.

**WHO:** The work will be performed by ABCO Waterproofing and will be paid for by the Developer. The Association will be cooperating in this effort.

**HOW:** Davits will be attached to the top balcony of each stack of balconies. Workmen will lower themselves in a basket to get access to each balcony below. There is no need for access to the inside of your residence unless you live at the top of a stack of balconies. If you live in a top unit where the davits must be placed, you will be contacted with additional information. Interior access to place and remove the davits will be necessary for two brief periods.

**WHAT YOU MUST DO!** It is critical that you remove all personal property from your balcony. This includes flower pots and anything else you may have there. All must be removed. Once commenced, the work will require between one and two weeks. You cannot use your balcony during this period of time.

If there is anything left on your deck, the association will attempt to remove the material, store it and you will be charged for the costs of doing so as well as any delays caused to the contractor. If for any reason the material is not or cannot be removed by the time the contractor is ready for your stack, he may pass your stack all together. You will be responsible for any additional costs incurred in having the contractor come back. (See generally CC&R Section 6.1). Costs per unit affected could be in the range of \$500.

**IF YOU NEED MORE INFORMATION OR THERE IS A PROBLEM,  
CALL THE ASSOCIATION OFFICE AT: (415) 771-9910**

If you need further information or require any assistance, please call. If you experience any problems with the workers, workmanship or the condition your balcony is left in, please advise the office immediately so the Association can address any problem while the contractor is still on site.

y/db.balc

A001237

## [VNCA LETTERHEAD]

June \_\_, 1990

Daniel Burnham Court Homeowners' Association  
 c/o Dennis Herrick  
 One Daniel Burnham Court, Suite 245  
 San Francisco, CA 94109

Re: Balconies

Ladies and Gentlemen:

This letter will set forth the agreement reached in our meeting of June 19, 1990 regarding the work to be completed on the balconies at Daniel Burnham Court. Present at the meeting were: Bill Lukes and Steve Levy of William Lukes & Associates, representing Van Ness Center Associates, the developer; Mike Rayer of Feldman, Waldman & Kline, counsel for the developer; Dennis Herrick on behalf of the Homeowners' Association; Glenn Youngling, counsel for the Association; Joe Mazzetti on behalf of Perini, the general contractor; Ed Wilson, the chief building engineer; and Bob Reck, representing Abco.

The following procedures have been agreed upon:

1. Steve Levy, Bob Reck and Dennis Herrick will meet to schedule the remaining work in consultation with Joe Dworkin, the Association's consultant. In general, approximately 21 "drops" are anticipated. Five working days (not necessarily consecutive) will be required for each unit: day one, wash the deck; day two, allow for drying; day three, preliminary coating; day four, drying; and day five, final application. To the extent possible, the work will be scheduled such that each bank of units will be designated for an approximate two-week window period during which the work will be carried out. Different stages of the work will be completed simultaneously on various of the drops.

A001236

The total work to complete all remaining units is estimated at approximately two months, weather permitting.

2. Based on the schedule of work, Dennis Herrick and Glenn Youngling will draft a notice to the homeowners. In general the notice will describe the work to be done, the anticipated scheduling and the responsibility of each owner to remove personal effects from his deck during the pertinent period of work. The notice will highlight to owners the additional expense (est. \$500.00) which will be incurred to complete work on units which do not cooperate. The expense of additional work will be the responsibility of the Association which may seek to pass the expense through to the owner by special assessment. The draft notice is to be submitted to Bill Lukes and Mike Beyer for review on behalf of the developer.

3. The work is to commence approximately July 9, 1990. Thus, the notice should be mailed not later than the week of June 25, 1990. A reminder notice to the owners will be sent by the Association on approximately July 6.

4. To undertake the work, Abco will need access to the terrace unit above each drop. The Association will have the responsibility for contacting the relevant owners to obtain access.

5. Abco will do the rigging from each terrace. Building personnel will bring the davit arms through each affected unit to the terrace; Abco personnel will be available to assist. The Association will be responsible for any security during access. It is anticipated that each unit owner providing access would only be affected twice: once, to bring the davit arms out to the terrace; and second, to remove the davit arms at the end of the anticipated two-week working period.

6. The Association will be responsible for dealing with owners who do not remove their personal affects in accordance with the notice. In particular, building personnel will either remove items left on the balcony or, where removal is not practical, cover the affected balcony or take other appropriate protective measures. To the extent the building personnel will utilize equipment of Abco, they will sign an appropriate release as requested by Abco.

7. Any unit which does not cooperate will be passed. Although the developer and its contractors will take reasonable

A001235

steps to accommodate the Association with respect to uncooperative units within the restraints of the agreed work schedule, there is no undertaking by the developer to reschedule work outside the parameters of that schedule or to incur additional expense. The Association will be solely responsible for completion of work on those units.

8. The Association, through Dennis Herrick, will, throughout the work, cooperate with the developer and its contractors to obtain access and otherwise facilitate the work to the extent of the Association's powers and rights under the CC&R's.

Please signify your agreement to the above by signing and returning to us a copy of this letter.

VAN NESS CENTER ASSOCIATES

By \_\_\_\_\_

AGREED TO:

DANIEL BURNHAM COURT  
HOMEOWNERS' ASSOCIATION

By: \_\_\_\_\_

\*\*\*\*\*

05 22 1990 17:13 FELDMAN WILDMAN S KLINE

415 394 0121 P.05

**A001233**

Daniel Burnham Court  
Homeowners' Association  
June \_\_, 1990  
Page 3

**WILLIAM LUKES + ASSOCIATES • REAL ESTATE CONSULTANTS**

200 Green Street, San Francisco, California 94111 • 415/398-1602 • Fax 398-1611

April 23, 1990

Mr. Glenn Youngling  
Feingold & Youngling  
810 Fifth Avenue  
San Rafael, California 94901

re: *Daniel Burnham Court*

Mr. Youngling:

We are in receipt of your letter dated April 16, 1989 regarding the work on the balconies; although I had been awaiting a response to my letter to the Homeowners' Association Board of Directors of February 23, the content of your letter indicates that you may not be familiar with either the previous correspondence on this matter or the actions of the Association's management.

Rather than respond to each of the assumptions contained in your letter, I will suggest that you obtain a copy of my letter of February 23 to the Board and also Dennis Herrick's letter of January 30 which states that *completion will not be possible with the same arrangement used for the first phase.*

We have been working with the Association on the planning and completion of this project so that all of the units could be handled in a coordinated and thorough manner, and because the areas involved are restricted common area, but there is a very clear implication that the Association regards this as a matter between the developer and the individual owners. Frankly, given this question as well as the unwillingness of either Mr. Herrick or the Board to work with us directly on this issue, I am forwarding your letter to our attorney, Mr. Michael Beyer of Feldman, Waldman & Kline so that he may prepare a response.

VAN NESS CENTER ASSOCIATES



William Lukes

cc: Michael Beyer

RECEIVED APR 24 1990

A001232



# FEINGOLD and YOUNGLING

A Professional Law Corporation

810 Fifth Avenue

San Rafael, California 94901

Telephone: (415) 454-1090

Stanley A. Feingold

Glenn H. Youngling

Arthur G. Silverman\*

Michael Linn\*\*†

Facsimile:

(415) 454-5512

\* Also admitted in New York & Connecticut

\*\* Also admitted in New York & Arizona

† Certified Public Accountant

May 16, 1990

Dennis Herrick, Manager  
Daniel Burnham Court Homeowner's Assn.  
No. 1 Daniel Burnham Court, #245  
San Francisco, CA 94109

Re: Residential Balcony Repairs

Dear Dennis:

Enclosed is a copy of an April 23, 1990 letter received from William Lukes of Van Ness Center Associates. Subsequent to receiving that letter I spoke with Michael Beyer, Esq. at some length regarding the work to be performed. After you have had an opportunity to review the enclosure please call so we can further discuss the balcony repairs. Also, I would like to discuss with you prospective firms that may assist in the evaluation of other problem areas.

Very truly yours,

FEINGOLD and YOUNGLING  
A Professional Law Corporation



GLENN H. YOUNGLING

GHY:kb

enc.

k/db.dh

A001231

## DWORKIN'S LIST

- 1) 904 - THE GRAYS - OK - THEY WILL BE HOME
- 2) 614 - AGNEED LINDMAN - OK - SHE WILL BE HOME
- 3) 514 - CATHY PILIBOS - OK - WE HAVE KEY - CALL FIRST
- 4) 704 - MARIE KEENAN - OK - WE HAVE KEY
- 5) 414 - VIKKI PELLON - OKAY - WE HAVE THE KEY
- 6) 204 - VACANT - WE HAVE THE KEY
- 7) 403 - WENDY MOSELEY - OK - WE HAVE KEY - KNOCK FIRST
- 8) 401 - SUSAN STAUDHAR - OK WE SHALL HAVE KEY

4-17-90

Dworkin didn't show

# **FEINGOLD and YOUNGLING**

**A Professional Law Corporation**

**810 Fifth Avenue**

**San Rafael, California 94901**

**Telephone: (415) 454-1090**

**Stanley A. Feingold**

**Glenn H. Youngling**

**Arthur G. Silverman\***

**Michael Linn\*\*†**

**Facsimile:**

**(415) 454-5512**

\* Also admitted in New York & Connecticut  
\*\* Also admitted in New York & Arizona  
† Certified Public Accountant

**April 16, 1990**

**RECEIVED  
APR 18 1990**

**Van Ness Center Associates  
c/o William Lukes & Associates  
200 Green Street  
San Francisco, CA 94111**

**Re: Daniel Burnham Court Homeowners' Association  
Completion of Balcony Repairs**

**Dear Mr. Lukes:**

The Association is concerned about expediting the final repairs necessary to the balconies. It is my understanding that the original design and/or construction of the balcony metal railings and metal posts permitted water to enter the hollow areas, drain down into the base and collect, causing deterioration and stains. Further, I gather that while work has been performed to repair the bases, in order to complete the repairs it is necessary to access the balconies three times. The first to wash the balcony surface, the second to prime the surface and the last to apply the elastomeric coating. There may be up to a hundred such balconies.

As part of the original repair effort, the Association provided you with office facilities and a roster of residents so that you could arrange daytime access in the sequence you wanted. Now you have indicated that you want the Association to undertake the burden of arranging access on perhaps three occasions within several days to what may be a hundred condominiums -- all so that you can follow up on the repairs to facets of the construction for which you, the developer, are liable. As you know, the Association has no master key or other ready means of access that is not readily available to you as well.

Certainly, the Association will cooperate with you by providing you with office facilities on site and owner rosters in order to facilitate your coordination of this work. Further, the Association stands ready to provide you with the cloak of appropriate authority under CC&R Section 6.1.1 or any other section that will enable you to carry out these repairs. Ultimately, however, the burden of arranging the access is yours whether you choose to arrange entry with the individual residents by the front door or by way of "painter's scaffolds" lowered from the roof.

It is apparent to me that the costs you incur in obtaining access and making repairs are compensable to you from whatever contractor or design professional may have been responsible for the defective construction in the first place. Similarly, if the Association were to litigate, it would be entitled to recover all such related costs as damages. I believe the Association is within its legal rights to expect you to follow through. If you really believe otherwise, I would be interested in your rationale.

**A001229**

Van Ness Center Associates  
April 16, 1990  
Page -2-

The Association stands ready to continue its cooperation in all reasonable respects. Please confirm that you are ready to carry these repairs forward and the time frame in which you expect to commence and complete the job. If you intend to gain access from the inside, the Association needs to know what office facility support will help. If it is from the outside, the Association will want to post a notice so that the owners will know what to expect.

If you have some legal basis for the proposition that you are not responsible for this scheduling and work, I would appreciate your responding to me. Otherwise I suggest that you contact the Association manager, Mr. Herrick, to inform him of how and when you will proceed. In either case, I ask that you respond not later than April 23, 1990.

Very truly yours,

FEINGOLD and YOUNGLING  
A Professional Law Corporation

GLENN H. YOUNGLING

GHY:kb  
k/db.vanness

cc: Dennis Herrick, Manager

A001228



Bill Lukes  
William Lukes & Associate  
200 Green Street  
San Francisco, Ca., 94111

April 18, 1990

Dear Bill:

On Tuesday, April 17, 1990, my staff and I arranged access to eight units for Joe Dworkin, Steve Levy, and Joe Mazzetti to evaluate the balcony repair work that has been done to date. As we have experienced in the past on this balcony project, our efforts to coordinate the work were wasted, and our office-homeowner relations were further strained by another failure of a key person to keep an appointment. If another effort to secure access must be made in the future, then I sincerely hope that the intended result is accomplished. The failure to carry out scheduled tasks can cause our homeowners to doubt the effectiveness of those with whom they are dealing, and in this case, it is me and my staff that appear deficient.

Since Steve Levy was here, we took the opportunity to examine the balconies at units 401 and 904. 401 showed considerable new staining, and 904 showed a slight staining on only one upright. In addition to the stains on the 401 balcony, there were some unusual deposits that looked like some chemical process was occurring.

From those two balconies we examined, we looked to adjacent balconies that were not yet coated with the elastomeric finish. Steve and I could not see any staining on those balconies, which leads me to believe that the sealing of the pour-rock, cans, and uprights may have something to do with the staining. That is something to think about before the wholesale recoating of the balconies begins.

Please keep me informed of the progress on this project. If I can be of any further assistance in this or any other matter, please advise me. I hope that we can continue to do our business as congenially and professionally as we have thus far.

Very truly yours,

Dennis G. Herrick  
General Manager  
Daniel Burnham Court

A001227

February 23, 1990

**RECEIVED**  
**FEB 23 1990**

VIA MESSENGER

**RECEIVED**  
**FEB 22 1990**

The Board of Directors  
Daniel Burnham Court Homeowners' Association  
One Daniel Burnham Court Suite 245C  
San Francisco, California 94109

re: Balcony repairs

Members of the Board:

I am writing in response to a letter that we received from Dennis Herrick, dated January 30, 1990, in which Dennis advised us that continued access to the balcony common area through the units is now being denied. This is a very unreasonable and untimely change of position by either Dennis Herrick or the Board of Directors which has already delayed resumption of the last phase of the repairs since January 12 and which, if maintained, will prevent this repair program from being completed.

At the outset, there is one important issue you should not lose sight of. The developer has to date volunteered to do the work of repair. The developer is not, however, responsible for repair of ordinary wear and tear and no one has established, nor does the developer admit, that the present condition of the balconies is anything but ordinary wear and tear. You are at risk of pushing the developer to a much tougher position than it has so far taken in this matter.

Since initial field investigations on specific balconies began in August 1989 and the actual repair program began in October 1989, it has been Van Ness Center Associates' and Perini's intention to complete what was obviously an intricate and complex project as quickly as possible. During this entire period, and for all the work that Perini's crews have done at Burnham Court in the previous two or more years, access to the common area of balconies and the building exterior has been routinely provided to complete necessary repairs. This is specifically provided for in the Association's CC&R's in Paragraphs 6.1.1 and 6.1.2 which give the Association and its authorized agents *the right to enter any Unit or Restricted Common Area as necessary in connection with construction, maintenance or emergency repair*. In fact, the CC&R's define the balconies as common area and include a very clear easement through Units specifically because of the need in virtually any condominium for this type of access.

We have always planned to complete the remaining work in exactly the same way as the work completed to date; Dennis Herrick's own letter to the unit owners of October 10 outlined the access requirements exactly and explained fully the extended duration of this work, the inevitable inconveniences and the steps that would be taken to minimize them, and the necessity for performing this work. Subsequently, we advised the Association in a December 14 letter that we were ready to resume work after the holidays on January 3. Although we had proposed a method of finishing all balconies in a stack of units, Perini has actually offered to schedule the work randomly, in any order of units desired by the Association, as long as there were enough units scheduled to keep the crew busy all day; this was proposed to Dennis Herrick on January 12.

**A001224**



There are a number of factual inaccuracies in Dennis's letter, one of which is that we suggested that the Association pay costs of completing construction repairs. What was proposed on January 12 was that, if the Unit owners wished to deny access through units - contrary to the CC&R's - that they could either accept the balconies as is or pay the costs which arise out of their election, for their convenience, to not provide continued access to balconies in the usual manner; this is a cost attributable to access, not repair work.

Mr. Herrick's letter concluded that the proper way to complete the work is to rig from the outside of the building; we have no intention of doing that unless the Association accepts the responsibility for that decision and pays the cost of doing so. The assertion that there would be no scheduling, privacy, or other problems by doing so is mistaken; regardless of the method used, removal of belongings from the balconies, provision for closing windows and doors below the balconies being washed to prevent water damage, and privacy are intrinsic concerns. I think that the Board must decide whether this is the responsibility of the Association or of the particular unit owners, but these matters are quite frankly out of our control. We identified the rust stain problem, initiated the investigations into determining the cause, and remain quite willing to complete the construction, but access and preparedness on the part of the Association and its members is a prerequisite.

Dennis also over-stated the number of units involved; there are only about 59 units which require new coating. We believe, and have recommended to Dennis and to each of you at the January 22 Board session, that you should allow this work to be completed expeditiously. Dennis expressed concern that not replacing the coating on the 59 units would affect the balcony slabs or posts. It is possible that there could be either immediate damage or premature deterioration, but there is not a consensus on this point; other buildings with similar systems have no waterproof membrane and have held up just fine. Structurally, the railings and posts have been tested and are both securely in place and up to code requirements. In any case, your general manager has denied us continued access and it is quite clear that the Board and the Association, individually and collectively, are responsible for any damage which may result from delays or preventing us from completing the work in a timely way.

I would like to suggest that, as a Board, you are effectively preventing those unit owners who have cooperated in providing access and would like to have their balconies completed from doing so and would further propose that you allow each of the 59 or so unit owners to decide for themselves. Although no project of this type can be done without a hitch, Perini has bent over backwards to try and protect the units and get the work done when scheduled, and I think some or most of the unit owners are satisfied and would like to have this work done.

We will not make direct arrangements with the individual owners or handle the Association's responsibilities of providing access to the common area balconies, nor will we agree to your unreasonable request that we hang over the side of the building and spend half of every working day rigging and unrigging equipment. What we will do is complete the portion of the work which we have been prevented from doing if you provide us access in a manner which allows the work to be done properly and without damage to adjacent units or common area.

Daniel Burnham Court Homeowners' Association  
February 23, 1990  
page 3

Our contractor has been ready to resume their work since early January and we remain, weather permitting, ready to get started immediately. I ask that you direct your staff to either approve the "stack of units" arrangement proposed by Perini or another method by which adequate numbers of units will be accessible to Perini and the crew. If this does not happen at some point in the near future, we will assume that, on behalf of the Association members, you have elected to accept the balconies as they now exist.

VAN NESS CENTER ASSOCIATES

*W Lukes / per S. Long*  
William Lukes

A001222



**Perini**

January 24, 1990

William Lukes & Associates  
200 Green Street  
San Francisco, Ca. 94111

Attn: Mr. Bill Lukes

Reference: Daniel Burnham Court  
Balcony and Railing Repairs

Gentlemen:

On Friday, January 12, 1990, Perini Corporation attended a meeting along with yourselves and the Daniel Burnham Court Homeowners Association, held to review the status of the balcony repair work and the access problems being encountered by Perini Corporation and the actions necessary to complete the work, including access requirements.

As a result of this meeting, it was agreed that California Contract Company would be allowed access to units 417 and 515 on Tuesday, January 16, 1990, at which time they would replace the glass. If units 317 and/or 421 were made available at that time the railings in these units would be repaired as had been done with the other units in this building. It was also agreed that this date would be the last date upon which California Contract would be required to work on this project. As indicated in our January 16, 1990 letter, California Contract completed the glass repair on January 16, 1990. However, they were not provided access to units 317 or 421.

In regards to the balcony repair itself, it was indicated that there were eight units which had railings which required filling. A two day "window" was to be provided to Perini Corporation for completing these units based on access being provided by the Homeowner's Association. Should they not provide the required access Perini Corporation's responsibility for this work would pass at that time. This work was scheduled to start on Friday, January 19, 1990. On January 19, 1990, Perini Corporation arrived on the site to perform the required work and was provided with a list of ten units which were to be worked on that day. Six of these units (415, 421, 804, 610, 604 and 624) were completed, however, due to material which had been removed by others from the site it was not possible to complete units 518 or 322. Only the posts in these units

A001221

William Lukes & Associates  
January 24, 1990  
Page Two

**Perini**

could be filled at that time. Arrangements were made to return to the jobsite on Thursday, January 25, 1990 to complete units 322 and 518 and also to perform the necessary work in units 311 and 409, provided access can be obtained by the Homeowner's Association.

As you will recall, a great deal of discussion occurred at the January 12, 1990 meeting relative to the recoating of the balcony decks throughout both towers. In response to the Homeowner Association's indication of difficulties in gaining access to the units in a logical manner as had been originally requested, Perini Corporation offered to work in any order as long as access to a sufficient number of units was granted on each day to provide a full day's work for the people on the jobsite performing the coating work. When the Homeowner Association indicated that even this would be very difficult, two additional proposals were put forward. One was to compensate them for the work not performed by turning over to them the remaining balance of ABCO's contract, which was to cover this work. The other was perform the work from the exterior of the building using baskets. It was stated that this could be done, however, it would involve additional costs, for which Perini Corporation expected compensation. It was agreed at the meeting that costs for both of these options would be obtained by Perini Corporation and provided to you so that the Homeowner's Association could make a determination as to how they wanted to proceed and this item would be resolved in the near future. It was pointed out that good weather is passing us by and a decision must be made and action taken promptly to complete this work. As we all know it is unfair to all parties involved to procrastinate on this decision making process and to keep people on the hook for an extended length of time.

Following this meeting Perini Corporation obtained and forwarded to your office costs for the basket in the amount of \$14,625.00 and a credit for not performing the coating work in the amount of \$18,840.00, along with a potential savings of \$3,000.00 for access from the inside of the east tower for those units on Tuesday, January 16, 1990.

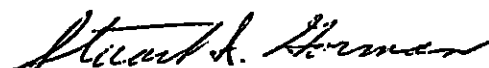
**A001220**

William Lukes & Associates  
January 24, 1990  
Page Three

**Perini**

As of this date, there has been no response from yourself or the Homeowner's Association indicating how they wish to proceed. As it will become more and more difficult to obtain the required services as time passes, you are requested to continue the maximum possible effort to insure prompt resolution of this item.

Very truly,



Stuart I. Gorman  
Contract Administrator

SIG/cm

cc: Dennis Herrick - Homeowner Association  
Joe Mazzetti - Perini Corporation  
Dick Schurrer - Perini Corporation

**A001219**

Perini Corporation  
75 Broadway  
Golden Gateway Commons  
San Francisco, California 94111  
(415) 981-8880

cc: DENNIS HERRICK

JAN 19 1990

JAN 22 1990

**Perini**

January 16, 1990

WILLIAM C. LUKES

Bill Lukes  
William Lukes and Associates  
200 Green Street  
San Francisco, CA 94111

Re: Daniel Burnham Court Balcony Repairs

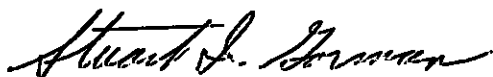
Dear Bill,

Pursuant to our meeting and agreement of 12 January 1990, California Contract has this day completed all work made available to them at Daniel Burnham Court thereby completing this portion of the balcony repair project.

The broken glass was replaced in Units 417 and 515.

We were not provided access to Units 317 or 421 so this work could not be performed. In accordance with our agreement, should the Homeowners wish to have this work performed at a later date, they will contact California Contract directly and make the necessary scheduling and payment arrangements as any work performed will be at their cost.

Very truly yours,



Stuart Gorman

/tos

cc: Joe Mazzetti

A001218

# ABCO WATERPROOFING INC.

TUCKPOINTING - CAULKING - WASHING - SIDEWALK WATERPROOFING

8188 FILBERT STREET  
OAKLAND, CALIF. 94608  
TELEPHONE 888-6400

January 15, 1990

Perini Corp.  
75 Broadway  
San Francisco, Ca.

Attn. Mr. Stuart Gorman  
Re: Daniel Burnham Court

This is the break down to add the cost of 2 men/with 2 baskets  
for access to complete deck coating for this project.

## WEST TOWER

Scaffold Drop		Hours
Rig drop #18	(2 men)	5 hours
Move to #16	(2 men)	4 hours
Move to #02	(2 men)	4 hours
Move to #10	(2 men)	4 hours
Move to #12	(2 men)	4 hours
Move to #06	(2 men)	4 hours
Move to #04	(2 men)	4 hours
Move to #14	(2 men)	4 hours
Move to #22	(2 men)	4 hours
Move to #24	(2 men)	4 hours
Move to #20	(2 men)	4 hours
De Rig Bldg.	(2 men)	4 hours

TOTAL WEST TOWER

49 HOURS

## EAST TOWER

Scaffold drop		Hours
Rig Drop #17	(2 men)	4 hours
Move to #15	(2 men)	4 hours
Move to #01	(2 men)	4 hours

DENNIS -

WE NEED TO HAVE  
HOA PREPARED FOR  
EMERGENCY ACCESS  
THRU A UNIT IN CASE  
OF SCAFFOLD  
MALFUNCTION.  
W WREN

Member of



# ABCO WATERPROOFING INC.

TUCKPOINTING - CAULKING - WASHING - SIDEWALK WATERPROOFING

8138 FILBERT STREET  
OAKLAND, CALIF. 94608  
TELEPHONE 688-0490

Page II

## EAST TOWER CONTINUED:

Scaffold Drop		Hours
Move to #09	(2 men)	4 hours
Move to #05	(2 men)	4 hours
Move to #03	(2 men)	4 hours
Move to #13	(2 men)	4 hours
Move to #21	(2 men)	4 hours
Move to #23	(2 men)	4 hours
Move to #19	(2 men)	4 hours
DeRig Bldg.	(2 men)	4 hours
		44 hours

TOTAL HOURS EAST TOWER

2 DRIVERS REQUIRED AT EACH LOCATION = 186 HRS

186 hours @ \$62.50 equals \$11,625.00  
Basket rentals - 4 months @ \$750.00 ea/mo. \$ 3,000.00

TOTAL AMOUNT

\$14,625.00

If there are any questions please call me at my office.

Regards,

*Robert A. Rack*  
Robert A. Rack II  
Vice President

RAR:e

Member of



CALIFORNIA CONTRACTOR'S LIC. NO. 271744

NEVADA CONTRACTOR'S LIC. NO. 10000

P.05

7718256

TO

WILLIAM LUKES + ASSOC.

FROM

09:54

16-1990

A001216

EAST TOWER

\* = TYPE - A BALCONY NO CUTTING REQ'D.

17 - West Face

417  
317  
217

15 - West Face

515  
415  
315 \*  
215

01 - North Face

501  
401 Completed  
301 \*  
201 \*

09 - West Face

409  
309 \*

11 - West Face

411 \*  
311 \*  
211 \*

07 - South Face

307 \*  
207 \*

05 - East Face

305 \*  
205

03 - East Face

403  
303 \*  
203 \*

13 - South Face

513  
413  
313 \*  
213 \*

21 - East Face

421  
321 \*  
221 \*

23 - East Face

423 \*  
323 \*  
223

19 - North Face

319 \*  
219 \*

A001215

PERINI CORP. WBD  
Golden Gateway Commons  
San Francisco, California 94111  
(415) 981-8880

**Perini**

FACSIMILE TRANSMISSION

DATE 1/16/90

NO. OF PAGES TO FOLLOW 3

TO: WILLIAM LUKES + ASSOC.

415/278-1611

ATTENTION: BILL LUKES

FROM: STEVE GOODMAN

REGARDING: DANIEL BLANKMAN ROYST

REMARKS: TO BE A RESERVATION FOR THE  
IF AGREED FROM THE 11:00 AM TO 12:00 PM  
FOR THE 11:00 AM TO 12:00 PM  
21 AND 23 (ONE HOUR PER HOUR 11:00 AM TO 12:00 PM)

IF YOU EXPERIENCE ANY DIFFICULTY IN THE TRANSMISSION CALL  
(415) 981-8880

SIGNATURE Steve Goodman

**A001214**

JAN-16-1990 09:53 FROM WILLIAM LUKES + ASSOC. TO 7718256 P.02  
JAN-16-1990 09:53 FROM WILLIAM LUKES + ASSOC. TO 7718256 P.03



**WILLIAM LUKES + ASSOCIATES • REAL ESTATE CONSULTANTS**

200 Green Street, San Francisco, California 94111 • 415/398-1602 • Fax 398-1611

August 9, 1989

Mr. Joe Mazzetti  
Perini Corporation  
540 Castro Street  
Mountain View, California 94041

re: Daniel Burnham Court  
Balcony repairs

Joe:

We have arranged for access to the following units to complete the prototype repairs and removal of rust;

Unit 410	Ms. Susan Studuhar	947-4703 (office) 771-1916 (home)
Unit 414	Ms. Vicki Peilen	978-3200 (office) 441-8536 (home)
Unit 904	Mr. and Mrs. Gray	775-6537 (home)

The Grays will be at home during this work; this is one of the balconies which has been previously worked on.

Keys for the units will be kept in the Homeowners' Association office (Suite 245C) and must be checked out every morning and returned every evening.

We have advised the homeowners that you will be working between the hours of 8 AM and 4:30 PM, Monday - Friday, for a period of 2 weeks starting Monday, August 14. You will note that all units are occupied and it goes without saying that extreme care and courtesy must be exhibited by all workmen and supervisors or we will be denied access through units for future work. I expect the following rules to apply;

1. A Perini representative must be on site at all times; keys will not be checked out to subs.
2. Joe Dworkin and Dennis Herrick (Homeowners' Assn.) must be kept posted on your schedule.
3. Perini will provide continuous protection from the hallway to the outside of the sliding glass door and will supervise access to ensure that there are no damage claims - the homeowners are

RECEIVED  
AUG 10 1989

A001213

UNIT NO. 245C  
*Will call & key box*  
**A package is being held  
for you. Please contact the  
SECURITY CONSOLE.**

Date: 14 APR 90

Mr. Joe Mazzetti  
August 9, 1989  
page 2

understandably nervous about damage to expensive furniture, carpet and draperies. Dropcloths, runners, etc. must be removed and/or stored neatly and safely on the balcony every night. Nothing is to be left in the unit.

4. Appropriate safety measures - during work and at the end of each day - must be taken. This is obviously of utmost importance, especially after having it brought to our attention during the investigative work.

As we discussed last week, we expect that each company will provide people most skilled at working in other people's homes in order to allow all concerned to complete this work as quickly and smoothly as possible.

Please contact Dennis Herrick (771-9910) and Joe Dworkin (533-9399) as well as myself and confirm the start date.

Thank you again for your continued cooperation.

  
William Lukes

cc: Joe Dworkin  
Dennis Herrick  
Bernie Slomovitz



October 10, 1989

Dear Daniel Burnham Court Homeowner:

Thank you for your cooperation and working with us in the corrective work that must be done on the balconies that have rust stains at Daniel Burnham Court.

Since the balcony inspection on September 14-18, we have been evaluating which balconies have evidence of rust and water penetration. Balconies with no evidence of rust will have some minimal modifications made but the membrane will not be recoated.

The balcony work will be done by Perini Corporation, and their sub-contractors, and will involve the following schedule:

- \* The work will require access to each unit over a period of several weeks and involves several steps
- \* The work will begin on MONDAY, OCTOBER 16 and will start at the top floors of the West Tower, and move down the West Tower
- \* Work will begin, if all goes in our favor, on the top floors of the East Tower on NOVEMBER 13
- \* If the weather cooperates, we anticipate working on 6-8 balconies per day. Completion time will take several months.

The steps involved in the balcony work of each unit are:

- \* The first step involves modifying the railing posts where they are anchored into the concrete slab
- \* After the materials used have cured properly (this should take 3 weeks if there is no rain) the next phase will be done

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- \* This will involve cleaning and priming the waterproof membrane applied to the balcony and recoating the balcony with new waterproofing of the same color and material as originally used

We have considered the possibility of rain delaying or postponing this project but believe it is in everyone's best interests to start the work now and try to complete it as soon as possible. If there is rain, work will either be slowed or stopped until the balconies have dried and work can be effectively resumed. We ask for your patience if this does occur.

The daily schedule on each unit will include:

- \* Work crews will begin no earlier than 8:30 AM each weekday (unless it rains)
- \* Keys to each unit will need to be made available on a daily basis. Mr. Stuart Gorman, Perini's representative, will pick up keys from the Homeowners Office each day. The keys will be picked up in the Homeowners Office each morning and returned each afternoon to the lock box
- \* Personal property will need to be removed from your balcony and from in front of the glass doors which provide access to the balcony
- \* The working crews will place protection on the floors of each unit from the front door to the back door
- \* The Security Alarm in your unit will need to be turned off for a 2-week period during the work on your unit

We realize the inconvenience that this project may cause you and we will try to be as responsive as possible to your needs. If keys or arrangements for access are not made available through the Homeowners Office and the work cannot be done on your balcony, this will mean that your unit is acceptable to you and any future repair work for this problem will be at the unit owner's expense.

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We appreciate your continued cooperation in helping this project happen in as organized and systematic way as possible. If you have any questions about this project or wish to make arrangements for the workman's access, please call my office.

Sincerely,



Dennis G. Herrick  
General Manager  
DANIEL BURNHAM COURT

DGH:plq

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