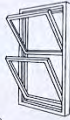


**Window
World**

"Simply the Best for Less"™



Window World of Silicon Valley

3291 Keller St.
Santa Clara, CA 95054
Phone: (408) 844-8200
Fax: (408) 844-8780
www.windowworldsiliconvalley.com

**Lic. # 941742
Exhibit 1: CONTRACT**

This contract was executed by the Buyer on 9/13/12.

Customer: Shou Chen

Phone (h) 650-207-2661

Install Address: 256 E. Charleston Rd Palo Alto CA 94306

Phone (w) _____

Bill Address: Same

E-mail _____

Salesperson: Steve Neccechen

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

CUSTOMER AGREES TO TERMS OF PAYMENT AS FOLLOWS:

Contract Price: \$ 5730.9 Payment Method: ☐ Cash ☒ Credit Card ☐ Check # _____

Down Payment: \$ 8 (The down payment may not exceed \$1,000 or 10% of the contract price, whichever is less)

Finance Charge: \$ _____ Credit Card #: _____ Exp. Date: _____

Schedule of Progress Payments: Payment 1: \$ 2865 shall be due on measurement and fabrication of materials (40%).
Payment 2: \$ 2865 shall be due on completion of installation of materials.

Amount, if any financed: \$ _____ Loan #: _____ Approval #: _____

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

Description of the Project and Description of the Significant Materials to be Used and Equipment to be installed:
See Exhibit 1 attached hereto and incorporated by reference.

Approximate Start Date: Measure ASAP

Work under this Contract shall be deemed to have substantially commenced when Contractor takes measurements (Failure by Contractor without lawful excuse to substantially start work within (20) twenty days of the date specified in this proposal is a violation of Contractor's license-law).

Approximate Completion Date: 10/23/12

List of Documents Incorporated in the contract:

1. Exhibit 1 - Contract
2. Exhibit 2 - Description of project and materials.

EXTRA WORK AND CHANGE ORDERS: The buyer may not require the 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 the Buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (1) the scope of the 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 or the completion date. The Contractor's failure to comply with these requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. "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.

EXCLUSIONS:

- Window World is responsible for Complete Installation of all items ordered, clean-up, and removal (haul away) of all debris.
- Dry rot repair is not part of this contract unless herein specified.
- Customer is responsible for any electrical service unless herein specified.
- Customer is responsible for all painting, staining, and touch-ups unless otherwise written into this contract.
- If a building permit is required, customer will obtain it and be responsible for all associated permit fees unless otherwise written into this contract.
- A \$75.00 service charge will be added to the price of the contract if Window World obtains a building permit on the customer's behalf. All associated permit fees will be added to payment #2 and will be due upon completion
- A late payment charge of 1.5% per month will be added to amounts not paid in full upon completion. Customer will pay collection cost incurred by Window World.
- Customer is responsible for removal and reinstallation of: existing window treatments, screen/storm doors and windows, and reconnecting of existing alarm systems and security bars. Should the company be required to remove or replace any of these items a fee may be charged. CS (Initial)

THREE-DAY RIGHT TO CANCEL: The law requires that the Contractor give you a notice explaining your right to cancel. Initial the check-box if the Contractor has given you a "Notice of the Three-Day Right to Cancel." CS (Initial)

**** THIS IS CUSTOM ORDER, NOT FOR RESALE - EACH WINDOW WORLD IS INDEPENDENTLY OWNED AND OPERATED ****

Contractor: Window World of Silicon Valley

By: SB Neccechen

Date: 9/13/12

Buyer's Signature: Shou Chen Date: 9/13/12

State Registration No.: 65605 CA

Buyer's Signature: _____ Date: _____

Address of Property to be Fumigated: 256 East Charleston Road, Palo Alto CA 94306		Type of Structure: ☐ Multi Family ☐ Single Family ☐ Other	
Owner / Agent: Liwen Xu		Fumigation to Control (type of pest): ☐ DRYWOOD TERMITES ☐ WOOD BORING BEETLES	
Occupant:		Fumigant Proposed to be Used Vikane (Active Ingredient - Sulfuryl Fluoride)	
Scheduled Fumigation Dates:	Scheduled Re-Entry Date:	Date Changes / Alternative Date:	Initials:

IMPORTANT-READ CAREFULLY

CHLOROPICRIN WILL BE USED AS A "WARNING AGENT" AS REQUIRED BY LAW.
THIS BUILDING WILL BE FUMIGATED WITH LETHAL GASES ON THE DATE(S) INDICATED ABOVE.
ALL PERSONS AND ANIMALS MUST VACATE THE PREMISES ON OR BEFORE ARRIVAL OF THE FUME CREW.

UNDER NO CIRCUMSTANCES CAN ANYONE ENTER THE BUILDING UNTIL THE FUMIGATION COMPANY'S NOTICE IS POSTED GIVING THE TIME AND DATE FOR SAFE RE-ENTRY.

Are you aware of any conduits, pipes, common drains, air ducts, central vacuum systems, or any other construction elements that would allow passage of a fumigant from the structure to be fumigated to any other adjacent or adjoining structure? Yes ☒ No ☐
Explain _____

PESTICIDE DISCLOSURE

"California State Law requires that you be given the following information: CAUTION-PESTICIDES ARE TOXIC CHEMICALS Structural Pest Control Operators are licensed & regulated by the California Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on scientific evidence, there are no appreciable risks weighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized."

If within 24 hours you experience dizziness, headache, nausea, reduced awareness, slowed movement, garbled speech or difficulty in breathing, leave the structure immediately and seek medical attention by contacting your physician or Poison Control Center (Phone Number Below) and notify Proven Termite Solutions. The warning agent, chloropicrin, can cause symptoms of tearing, respiratory distress and vomiting.

Entry into the space during fumigation can be fatal

FOR FURTHER INFORMATION CONTACT ANY OF THE FOLLOWING:

	Poison Control	Health Department	Agriculture Department	Structural Pest Control Board
Santa Clara County	800-876-4766	408-918-3400	408-918-4600	
Alameda County	800-876-4766	510-267-8000	510-670-5232	2005 Evergreen St. Ste. 1500
San Mateo County	800-876-4766	650-573-2346	650-363-4700	Sacramento, CA 95815
Santa Cruz County	800-876-4766	831-454-4000	831-763-8080	800-737-8188

CAUTION: READ THE FOLLOWING CAREFULLY PRIOR TO SIGNING THIS DOCUMENT

The customer agrees by signing this document that Proven Termite Solutions (PTS) is performing a service and waives any claims for property damages related to this service. Due to the nature of fumigation and weather conditions, damages may be unavoidable and customer agrees PTS will not be held liable for damage to or losses due to:

- roofs, chimneys, skylights, solar systems, gutters (including by the use of ladders), patio covers, or any other attachments.
- fences, antennae, satellite dishes, weather vanes, chimney stacks or paint (including by the use of masking tape).
- plants, trampled plants, plants in pots, sprinklers, timed sprinkler systems or timed lighting systems.
- customers' failure to perform preparations (i.e. fences, plants, antennae/satellite dishes, food removal, etc.) or the replacement of these items after the fumigation. **Refer to the Owner/Occupant Vikane Fumigation Preparation Sheet.**
- cables or electrical wiring, gas or water pipes and meters or liability due to faulty wiring or gas meters.
- vandalism, theft or other acts of a third party. **Some windows may remain open during the fumigation.**
- tampering with locks, key ways, barricaded entryways or locksmith expenses or delays due to no access.
- incidental or consequential costs due to delays, rescheduling or damages for PG&E's service schedule, inclement weather, locked areas or failure to perform preparations.

The customer agrees that that PTS is not liable and has no control over delays or rescheduling due to PG&E's schedule or service, inclement weather (rain, high winds, frigid temperatures, etc.) or other factors beyond our control. PTS will do everything possible to reschedule the service for the following day, but due to schedule restrictions, it may take several days to reschedule. The customer acknowledges responsibility and agrees to pay a **minimum** of \$150.00 and \$150.00/hour after the first hour for preparations not completed by the day of the fumigation. For details regarding the preparations, refer to the **Owner/Occupant Vikane Fumigation Preparation Sheet** and/or **contact your PTS inspector**. All work shall be performed in a workmanship-like manner and in accordance with all applicable codes.

By signing below I acknowledge receipt of the **FRONT AND BACK** of this document and agree to the terms set forth as well as a list that includes instructions for the necessary fumigation preparations, procedures for vacating and re-entering the structure and the following documents: Work Authorization Agreement, Vikane Fact Sheet and _____

FUMIGATION CANNOT COMMENCE WITHOUT THIS SIGNED DOCUMENT IN THE FUMIGATOR'S POSSESSION

Owner/Agent/Occupant Signature _____ Date 2/23/2024
PTS Representative Signature _____ Date _____

Keys to be provided and returned to (indicate location of keys) _____



Owner/Occupant Preparation Instructions for Vikane Fumigations

Preparations must be completed to avoid cancellation or additional charges.

General Preparation

- ☐ Due to the nature of fumigations, geographical areas traveled, etc., we **CANNOT** give a specific time of arrival for fumigation. To avoid inconvenience, refer to the key information below. The fumigation will be completed within the time range specified on the OFN. This may be up to 96 hours but may be as few as 12 hours depending on the dosage.
- ☐ It is a **REQUIREMENT** to provide PTS with a set of keys to the property **PRIOR** to the fumigation. **ALL** locked spaces (cabinets, closets, safes, garaged vehicles) must be either unlocked or a key provided. The fumigation may be canceled due to locked spaces. It is the property owner's expense if a locksmith is hired to open locked spaces (including cars) or repair locks that have been tampered with during the fumigation. **DO NOT PUT A KEY IN ANY LOCKS THAT ARE TAPED OR BARICADED PRIOR TO THE PROPERTY BEING CERTIFIED SAFE TO RE-ENTER OR DAMAGE MAY OCCUR!**
- ☐ It is required that PG&E shut off the **GAS** service to the structure prior to fumigation. Electricity **MUST** remain on. Failure to have electricity may result in a cancellation of the fumigation. PTS will schedule PG&E to perform the gas shut off. **IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO SCHEDULE PG&E at (800)743-5000 TO RECONNECT THE GAS SERVICE.** PTS has no control over and is not responsible for PG&E's scheduled appointments to disconnect or connect the gas service.
DO NOT SCHEDULE THE GAS RECONNECT PRIOR TO 5PM THE DATE YOU ARE SCHEDULED TO RETURN.
MISSED APPOINTMENTS WITH PG&E MAY TAKE SEVERAL DAYS TO RESCHEDULE.
- ☐ Provide PTS with an emergency phone number that you may be contacted at during the fumigation.

Interior Preparation

- ☐ Remove **ALL** living things from the structure such as people, pets (including fish) and plants. Notify neighbors of the fumigation and recommend they secure their cats and/or other pets during the fumigation procedure.
- ☐ Remove **ALL** items for human and pet consumption **INCLUDING** food in refrigerators and freezers **PRIOR** to the fumigation. Food items in unopened cans and glass jars with the **ORIGINAL FACTORY SEAL** may remain. **ALL** other consumable products **MUST** be removed even with the **ORIGINAL FACTORY SEAL INTACT**. Examples: Unopened or opened cereals, tea, sugar, noodles, spices, rice, medications, tobacco, toothpaste, mouthwash, dental bleach and adhesives, etc. **MUST BE REMOVED.**
GOLDEN RULE: WHEN IN DOUBT, TAKE IT OUT!!
- ☐ Remove **ALL** waterproof mattresses and pillows such as infant and hospital waterproof mattresses and pillows.
- ☐ Open **ALL** cabinets, closets, drawers and attic/subarea hatches. Raise window blinds and open drapes to allow access to the windows. Unlock **ALL** rooms, cabinets, safes, etc. or provide PTS with a key. **SEE KEY INSTRUCTIONS ABOVE.**
- ☐ Turn off **ALL** automatic interior and exterior lighting systems, AC/Heating units, alarms and automatic appliances.

Exterior Preparation

- ☐ Remove **ALL** antennae satellite dishes and other attachments to the structure.
- ☐ Detach **ALL** fences that abut the structure. Fences with gates **DO NOT** have to be detached.
- ☐ Trim back **ALL** trees, plants, shrubs and any ground covering foliage to at least 1 foot from the side of the structure.
- ☐ Rake back **ALL** rock, wood chips or other decorative ground cover to bare dirt at least 1 foot from the foundation.
- ☐ Water **ALL** the soil at least 1 foot from the foundation and saturate soil 4 inches deep the day prior to fumigation.

Additional Preparations _____

PLEASE REVIEW THE PTS OCCUPANTS FUMIGATION NOTICE FOR SPECIFIC DISCLAIMERS AND WAIVERS OF LIABILITY PERTAINING TO THE FUMIGATION PROCESS

I acknowledge receipt and agree to perform the preparations on this Fumigation Preparation Notice or pay an additional \$150.00 minimum charge.

Owner/Agent Signature _____

Date

2/23/2024

Address/City 256 East Charleston Road, Palo Alto CA 94306

Emergency Phone # 650-678-9537

Proven Termite Solutions (800) 273-7667 www.proventermite-solutions.com

Prep Sheet 9/11

PROVEN

**TERMITE
SOLUTIONS**



San Jose
408/929-1992

Palo Alto
650/322-6013

Fremont
510/538-0162

662 Giguere Court, Suite F
San Jose, California 95133-1742

Service Address 256 East Charleston Road, Palo Alto CA 94306

Release of Liability for Roof Damages

I agree that I (we) have been specifically informed by Proven Termite Solutions (PTS) that due to the exceptionally fragile nature of this specific tile, metal or other delicate type roof, damage may be unavoidable during the fumigation process.

PTS employees are professionals and perform fumigations on these types of roofs daily. PTS will take the utmost care when placing and removing the tarpaulin during the fumigation and according to industry standards, however, **damage to the roof is likely.**

With full knowledge thereof, I (we) hold harmless Proven Termite Solutions for the entire risk of damages during and after the course of the fumigation at this structure.

Owner/Agent Signature _____

Date _____

2/23/2024

Release of Liability for Plant Damages

I understand that fumigations performed by Proven Termite Solutions are done according to industry standards, and all possible precautions will be taken to avoid damage to plants. However, in certain situations, damage will be unavoidable and additionally, some plants may be killed.

It is the Owner's responsibility to prepare plants properly prior to the fumigation. This will minimize or eliminate damage to the plants. If you have any questions regarding preparations, please contact us at 408-929-1992.

I understand that Proven Termite Solutions are not responsible for any plant damage resulting from the fumigation.

Owner/Agent Signature _____

Date _____

2/23/2024

Release of Liability for Conduit, Gas Line, and Plumbing Line Damages

Due to the nature of concealed, underground conduits, gas lines, and plumbing lines, damage may occur during the drilling and treatment process. If any damage does occur we will assist the property owner by contacting the proper tradesperson for repairs (if requested).

The property owner will be responsible for all expenses that result from these additional repairs.

Proven Termite Solutions (PTS) employees are professionals and perform these treatments daily. PTS will take the utmost care when performing the drilling and treatment process according to industry standards, however PTS assumes no responsibility for damage that may occur to any concealed conduits, gas lines, and plumbing lines.

With full knowledge thereof, I (we) hold harmless Proven Termite Solutions for the entire risk of damages during and after the course of the drilling at this structure.

Owner/Agent Signature _____

Date _____

2/23/2024

PROVEN

**TERMITE
SOLUTIONS**



San Jose
408/929-1992

Palo Alto
650/322-6013

Fremont
510/538-0162

662 Giguere Court, Suite F
San Jose, California 95133-1742

Neighbor's Permission Release

I, the undersigned, hereby give my permission to Proven Termite Solutions to enter and perform work in my yard for the purposes of performing a fumigation on the property located at 256 East Charleston Road. Palo Alto 94306

I understand that the work is to be done on or about Tues, March 5th - Thurs. March 7th

I agree to perform the special instructions listed below.

Preparations Required:

- _____
- _____
- _____

I also understand that my permission is subject to Proven Termite Solutions employees complying with my instructions listed below.

Signed: Caren Chappell by Ellen Jane Taylor POA

Street Address: 242 East Charleston Rd Palo Alto CA 94306

Phone Number: 650 / 224 - 3847





CITY OF PALO ALTO
DEVELOPMENT SERVICES
285 Hamilton Ave.
Palo Alto, CA 94301
(650) 329-2496

(OFFICE USE ONLY)

PERMIT #:	24BLD-03491
REC'D DATE:	12/12/24
REC'D BY:	A. Yendler
ISSUED DATE:	12/19/24
ISSUED BY:	AY

BUILDING PERMIT APPLICATION

PLEASE PRINT CLEARLY

PROJECT ADDRESS: 256 EAST CHARLESTON ROAD	
PROPERTY OWNER ☐ APPLICANT	ARCHITECT/DESIGNER/ENGINEER ☐ APPLICANT
NAME: LIWEN XU	NAME:
ADDRESS: 256 EAST CHARLESTON ROAD	ADDRESS:
CITY: PALO ALTO ST: CA ZIP: 94306	CITY: ST: ZIP:
PHONE: [REDACTED]	PHONE:
EMAIL: [REDACTED]	EMAIL:
CONTRACTOR- LICENSE #: 857357 ☒ APPLICANT	TENANT /OTHER ☐ APPLICANT
NAME: BEJAMIN FRANKLIN PLUMBING	NAME:
ADDRESS: 22 DIGITAL DRIVE	ADDRESS:
CITY: NOVATO ST: CA ZIP: 94949	CITY: ST: ZIP:
PHONE: 4155243051	PHONE:
EMAIL: ALYSSA.ROSSI@BENFRANKLINPLUMBING	EMAIL:

CONSTRUCTION COST (LABOR AND MATERIALS ONLY): 15600				
DESCRIPTION OF WORK: SEWER REPLACEMENT FROM HOUSE TO PROPERTY LINE				
PLEASE FILL IN THE SQUARE FOOTAGES OF AREAS THAT APPLY:				
ADDITION (SF):	AREA OF REMODEL (SF):	(N) STRUCTURE (SF):	(N) GARAGE (SF):	(N) BASEMENT (SF):
CHECK ALL THAT APPLY:				
☐ (N) RES. STRUCTURE	☐ (N) COMM. STRUCTURE	☐ RE-ROOF (ONE STRUCTURE)	☐ DEMO OF ENTIRE STRUCTURE	
☐ RES. ADDITION	☐ COMM. ADDITION	☒ MECH/ELEC/PLUMB ONLY	☐ COMM. INT. NON-STRUCT. DEMO	
☐ RES. REMODEL	☐ COMM. REMODEL	☐ PV/ELEC. CAR CHARGER	☐ POOL/SPA [NEW OR DEMO]	

- PLEASE COMPLETE BOTH SIDES -

PROPERTY INFORMATION:IS PROPERTY IN THE FLOOD ZONE? ☐ YES ☐ NO DESIGNATION _____IS PROPERTY HISTORIC? ☐ YES ☐ NO CATEGORY: ☐ 1 ☐ 2 ☐ 3 ☐ 4

TOTAL NO. OF STRUCTURES ON PROPERTY _____ LIVING UNITS _____

IS THERE AN EXISTING BASEMENT? ☐ YES ☐ NO CONDITIONED? ☐ YES ☐ NOEXISTING GARAGE OR CARPORT: ☐ ATTACHED ☐ DETACHED ☐ NONE**RE-ROOF PERMIT INFORMATION:**NO. OF SQUARES _____ FIRE CLASSIFICATION: ☐ A ☐ B ☐ C ☐ NONE

NEW ROOFING MATERIAL: _____

APPLIED WEIGHT OF ROOFING MATERIAL PER SQUARE FOOT _____

WILL ALL EXISTING ROOF COVERING BE REMOVED? ☐ YES ☐ NOWILL NEW SHEATING BE ADDED: ☐ YES ☐ NO**COMMERCIAL REQUIREMENTS:**

TENANT NAME: _____

IS THIS A NEW TENANT? ☐ YES ☐ NO FLOOR/SUITE # _____CO. HEALTH DEPARTMENT APPROVAL REQUIRED? ☐ YES ☐ NO**ELECTRICAL WORK:**

AREA OF ELECTRIC WORK (SF) _____

SERVICE UPGRADE? AMPS _____ RELOCATED? ☐ YES ☐ NO

OTHER: _____

PLUMBING WORK:

AREA OF PLUMBING WORK (SF) _____

WATER/GAS METER RELOCATION OR UPGRADE? ☐ YES ☒ NOWATER HEATER REPLACEMENT ☐ YES ☒ NO TANKLESS? ☐ YES ☐ NOWATER/SEWER REPLACEMENT? ☒ YES ☐ NO TRENCHLESS? ☐ YES ☐ NONEW GAS APPLIANCES? ☐ YES ☐ NO GAS LEAK REPAIR? ☐ YES ☒ NO

OTHER: _____

MECHANICAL WORK:

AREA OF MECHANICAL WORK (SF) _____

HVAC EQUIPMENT? ☐ YES ☐ NO ROOF TOP? ☐ YES ☐ NOFURNACE REPLACE/RELOCATE? ☐ YES ☐ NO NO. OF DUCTS _____

OTHER: _____

LICENSED CONTRACTORS DECLARATION

X I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class: AC36

License Number: 857357

Date: 12/9/24

Contractor: BENJAMIN FRANKLIN PLUMBING

OWNER-BUILDER DECLARATION

____ I hereby affirm under penalty of perjury that I am exempt from the Contractors License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).

____, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale).

____, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code. The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law).

____ I am exempt under Sec. _____, B&P C for this reason:

Date _____

Owner _____

WORKERS' COMPENSATION DECLARATIONI hereby affirm under penalty of perjury one of the following declarations:

____ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

X I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

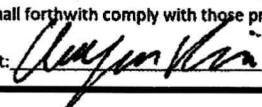
Carrier: TRANSVERSE INS CO

Policy No: 7600024298231

(This section need not be completed if the permit is for one hundred dollars (\$100) or less).

____ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner to become subject to the workers' compensation laws of California and agree that if I should become just to the workers compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: 12/9/24

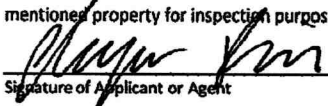
Applicant: **CONSTRUCTION LENDING AGENCY**

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C).

Lender's Name: _____

Lender's Address: _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this county to enter upon the above-mentioned property for inspection purposes.


Signature of Applicant or Agent

12/9/24

Date _____

Final Report - Approved
Application No. 24BLD-03491
12/18/2024

Description : RES MEP: Replace sewer lateral to city cleanout in planter strip.
Address : CHARLESTON RD, PALO ALTO, CA, 94306
Record Type : Project - Building Permit
Document Filename : c1_256 E Charleston Rd_Plans.pdf

Reviewer Contact Information:

Reviewer Name	Reviewer Email	Phone Number
Ariella Yendler	ariella.yendler@cityofpaloalto.org	(650)329-2652

General Case Comments

The following comments will remain for the duration of the permit to provide reference and further guidance for the builder and City Inspector. No responses needed. If there is no table under this header, there are no applicable mark-ups.

Redlines

To expedite the building permit review process, the plan reviewer has approved your project with the redlines as shown below and on the approved plans/documents to avoid additional rounds of review. Each redline includes the applicable code section(s) for your reference. If you have any questions regarding the redlines below, please reach out to the plan reviewer(s) as soon as possible. If there is no table under this header, there are no applicable mark-ups.



REVIEWED FOR CODE COMPLIANCE &
APPROVED FOR PERMIT ISSUANCE

BY: Ariella Yendler

- All work will take place in the park strip

Project must comply with the California
Regulations, Title 24 as adopted by the City of Palo Alto
and the Palo Alto Municipal Code

PERMIT #: 24BLD-03491

- We will shut down sidewalk access while working

- Work does not enter street, no lane closure necessary
- Cones to be placed around our vehicles and work area while onsite

Site Specific Traffic Control Plan for 256 E. Charleston Rd

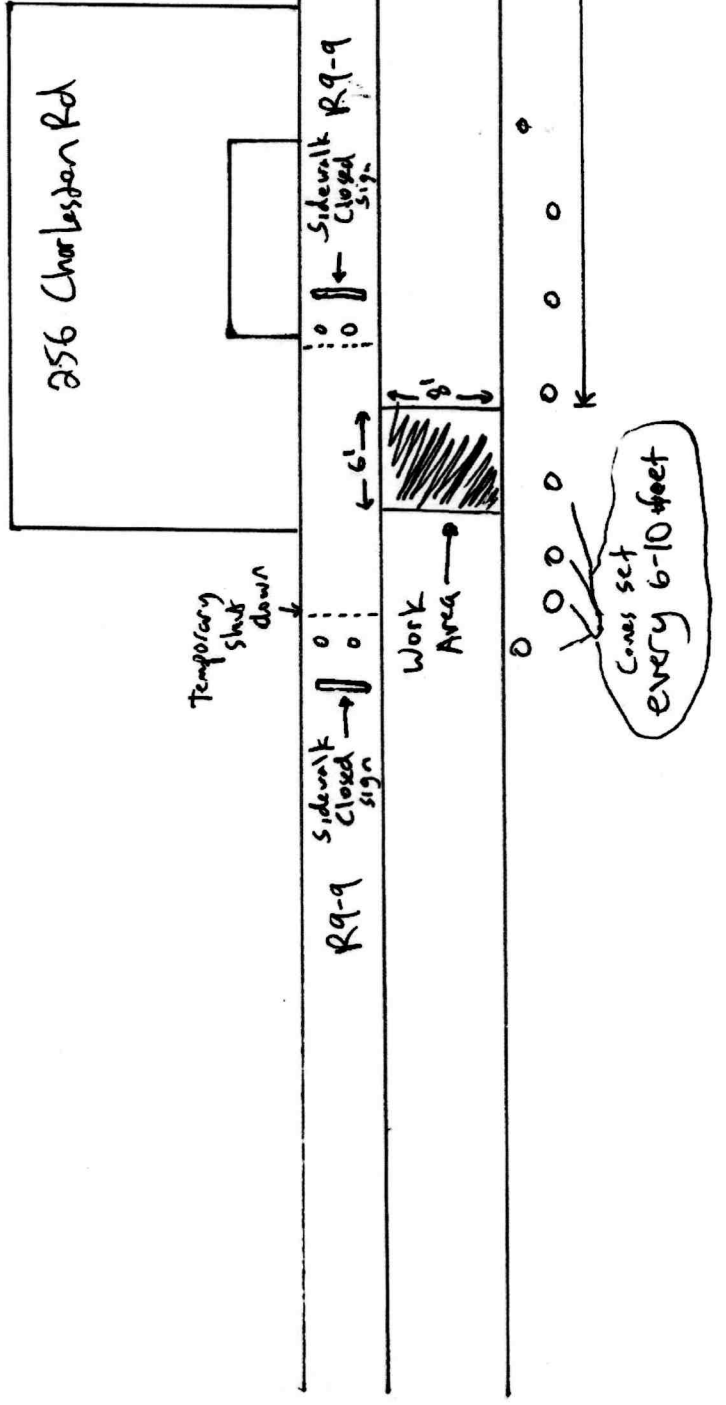
Legend

O = cones

--- = temporary closure areas (to be opened up for access @ nighttime)

◊ = Road work sign

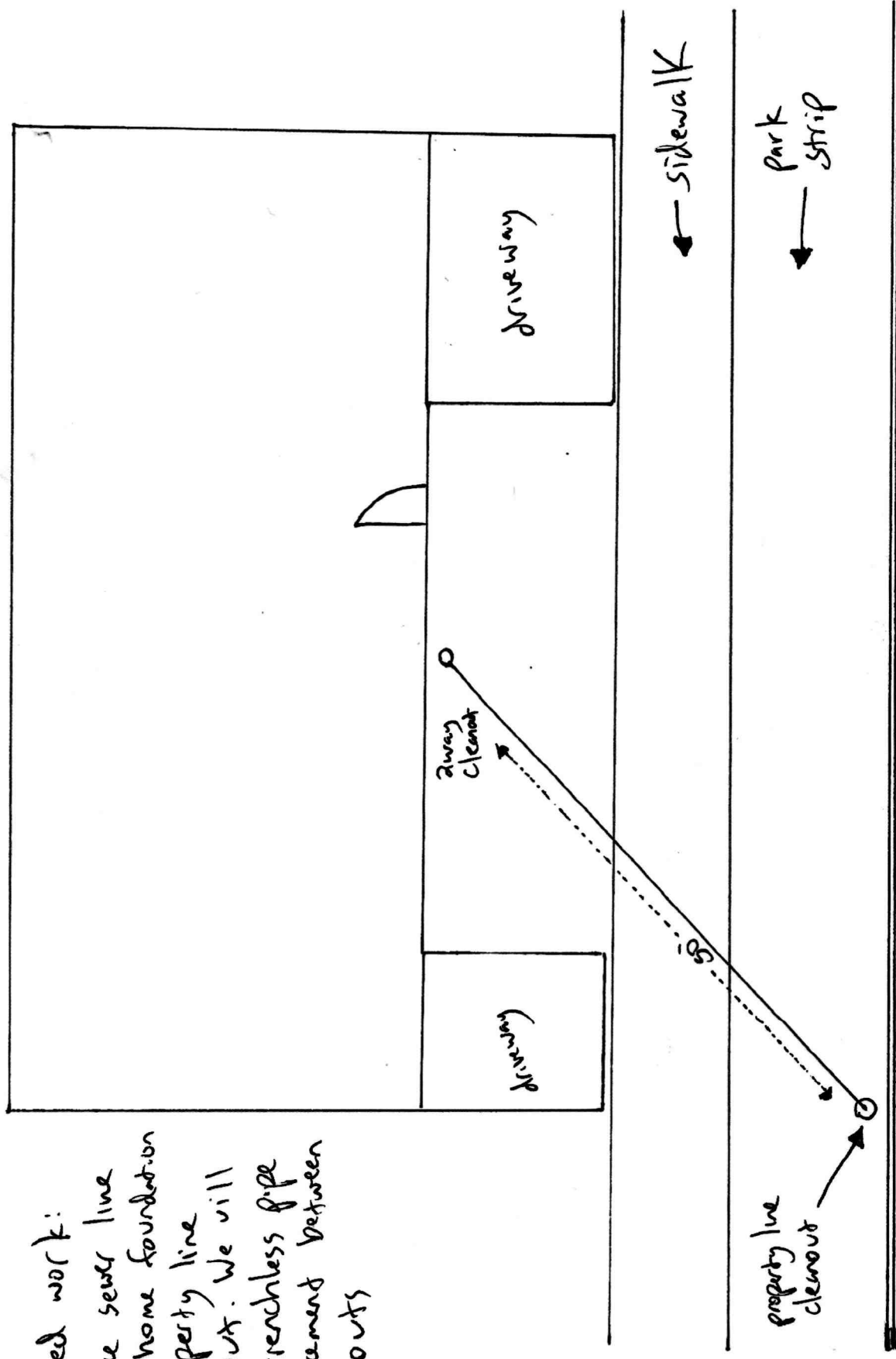
= Work area



256 E Charleston Rd Palo Alto

Intended work:

Replace sewer line from home foundation to property line cleanout. We will do trenchless pipe replacement between cleanouts



256 E. Charleston

Tree ID for Sewer line repair. Use in place of Tree Disclosure. Prepared by P. Gollinger

256 E Charleston Rd

Legend

- 256 E Charleston Rd
- Chinese Elm (Est. 14" DBH)
- Estimated Sewer line repair (Trenchless)
- Japanese Maple (Est. DBH 10")
- White Birch (Est 3" DBH)



STREET WORK PERMIT FOR CONSTRUCTION IN THE PUBLIC STREET

PUBLIC WORKS
Engineering Services Division

pwps@cityofpaloalto.org - 650.329.2151 - Inspection: 650.496.6929

LOCATION OF WORK: 256 E CHARLESTON RD
CONSTRUCTION TYPE: Sidewalk Underground Utilities
DESCRIPTION OF WORK

TRENCHLESS SEWERLINE REPLACEMENT FROM FOUNDATION TO THE CURB.

PERMITTEE/CONTRACTOR

Name: ALYSSA ROSSI
Company: ben franklin plumbing
Address: 22 digital dr suite #1, novato, CA 94949
Contractor's License Number: 857357
Phone:
Email: ALYSSA.ROSSI@benfranklinplumbing.com

EXPECTED START DATE: 12/03/2024

EXPECTED COMPLETION DATE: 12/05/2024

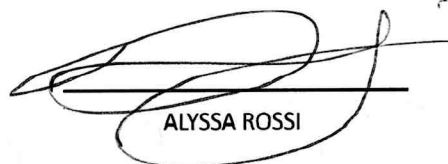
ATTACHMENTS

Attachment Name	Page
Stormwater Pollution Prevention	5
City Utility Marking Requirement	7
Special Conditions: Concrete Work PCCAC special cond	9
Special Conditions: Underground Work	11
Special Conditions: Utilities Notes - UD special cond	12
Sidewalk Closure	14
Detail Drawings	15-19

Contact Public Works Inspection minimum 24 hours prior to starting work: 650 496-6929

Permittee affirms that the facts stated hereon are true and agrees that they, their agents, employees, and contractors shall perform all work described hereon in conformance with ordinances and standard specifications of the City of Palo Alto, all pertinent state laws and to the plans and specifications approved by the City Engineer. The work allowed in this permit shall be performed by an appropriately licensed contractor as required in the Palo Alto Municipal Code. The Permittee shall pay the cost of all soils investigation and compaction tests, and shall reimburse the city for any services provided as may be required by the City Engineer, Utilities Department, or Police Department. Permittee further agrees to hold the City of Palo Alto, its officers, agents, and employees harmless from all costs and damages which might arise from the Permittee's use or occupancy of the public right-of-way. The Permittee also agrees to maintain required insurance coverage through the closure of the permit and sign off by the Public Works Inspector. This permit is subject to all attached conditions made part of the permit document and may be revoked at any time for violation of any of these conditions

Applicant Signature


ALYSSA ROSSI

Permit Issued By:

NM No
(Initials)

Project Manager:

NMAZHARI

URBAN FORESTRY PROJECT SPECIFIC CONDITIONS

APPLICATION #: 24STR-00174- 256 E. Charleston

REVIEWER:

Peter Gollinger

PHONE:

650-496-6946

1	IF TREE TRIMMING OR ROOT PRUNING OF STREET TREES IS REQUIRED FOR EXCAVATION, EQUIPMENT ACCESS, OVERHEAD WORK, OR UNDERGROUND UTILITY WORK: You must first contact the Urban Forestry Section at (650) 496-5953 to schedule a pre-work inspection.
2	TREE DAMAGE: Care must be taken when operating equipment within the canopy of street trees and private protected trees to avoid injuring the trunk and branches. If tree injury occurs, contact the Urban Forestry Section at (650) 496-5953 to report. Reporting of tree injuries, tree injury mitigation measures and post tree injury arborist inspection schedule apply pursuant to Tree Technical Manual, Section 2.20-2.30. Contractor shall be responsible for the repair or replacement of any publicly owned or protected trees that are damaged during the course of construction, pursuant to Title 8 of the Palo Alto Municipal Code, and city Tree Technical Manual, Section 2.25.
3	STREET TREE PRESERVATION: The following general tree preservation measures apply to all street trees within or near the work area: No storage of material, topsoil, vehicles or equipment shall be permitted on exposed soil within the Tree Protection Zone (TPZ= 10x the tree diameter at 54" above grade). The ground under and around the tree canopy area shall not be altered.

Transportation General Conditions:

- If the driveway to any garage or parking area will need to be closed for permitted construction work, the affected property owner shall be served notice in writing regarding this necessary closure, at least 72 hours in advanced
- TCP (Traffic Control Plan) Approval is valid for 1 year from the date of approval.
- “No parking-tow away” signs must be posted 72 hours in advance. A sign must be placed at each affected parking space
- The clear width of the lane shall be minimum 10 feet per lane, or 12 feet, if only one lane is provided
- Notify Palo Alto dispatch of temporary lane closures in case of emergency vehicle route access (only for complete road closures)
- Warning signs should not be placed on the bike lane if a bike lane is part of the plan. Please place them off of the bike lanes
 - If a bike lane is used as part of the taper or closer than “Bike lane closed ahead” sign required
 - If there is no bike lane then, W11-1 and W16-1P sign required.
- Traffic control hours: See Traffic Control Plan Sheet
- If the sidewalk is being closed the “sidewalk closed ahead,” (R9-11) sign at both sides of the nearest intersection corner must be placed. In addition, “Sidewalk closed,” (R9-9) signs shall be placed on both sides of the side walk work area.
- Must coordinate with other construction work in that area to avoid conflict of overlap project dates
- All conflicting signs shall be covered while temporary signs are in place
- Any other required signs may have been missed in the review process. It is the contractor’s responsibility to follow MUTCD for the safety of the residents and workers
- Contractors’ responsibility to coordinate with affected agencies:
 - Law Enforcement
 - Fire Department
 - Department of Public Works/Transportation
 - Rail, Bus, and Transit Companies

- Schools
- Trash Collection Services
- Emergency Response Services

GENERAL PERMIT CONDITIONS

The following conditions are made a part of the *Encroachment Permit or Temporary Lease*, as applicable:

I. GENERAL

1. Work location and configuration shall be in accordance with attached sketches, drawings, maps or as further directed by City's Public Works Inspector*.
2. Permittee shall maintain liability insurance to the satisfaction of City's Risk Manager, and shall provide City's Public Works Engineering Department with current insurance certificates documenting that said insurance is in effect from the time this permit is issued until it is closed.
3. All activities and construction shall conform to City's standards, specifications and traffic control manual, and as further directed by this permit.
4. Permittee is responsible for obtaining any other permits required by the City of Palo Alto or any other governmental or quasi-governmental agency.

NOTE: Permittee must obtain parking permits from City's Transportation Division when any activities will be conducted in a manner precluding public access to any designated parking space in either the University Avenue or California Avenue Parking Assessment Districts, or time-limited parking areas in the Stanford Hospital area.

5. Permittee shall assure that existing city trees are not damaged in any way. Any damage that does occur shall be immediately reported to the City Arborist. Tree protection in the work area shall conform to the CPA Public Works Department Standard Detail #505.
- ☐ 6. If box to left is checked, an approved City of Palo Alto *Permit for Construction in the Public Street* is necessary prior to the commencement of the work described in this permit.

II. PRIOR TO COMMENCING WORK

1. The Permittee shall be responsible for the identification and location of all utilities, both public and private. Permittee shall contact Underground Service Alert (USA) @ (800) 227-2600 at least 48 hours prior to beginning excavation work.
2. City's Public Works Inspector* shall be contacted at least 24 hours (one working day) prior to start of work.
3. If the Contractor needs to post "No Parking - Tow Away" signs, a three day advance notification of the CPA Police Department is required prior to date of construction activity.
4. All appropriate traffic control measures shall be in place, as detailed in the approved traffic control plan, prior to beginning work and to satisfaction of City of Palo Alto Public Works Inspector*.

III. DURING ACTIVITIES

1. Permittee shall strictly conform to the City's Noise Abatement Ordinance, detailed in Chapter 9.10 of the Palo Alto Municipal Code.
2. The Contractor is limited to construction activity during the hours checked:
 - ☐ Monday - Friday....8AM to 6PM
 - ☐ Monday - Friday....9AM to 4PM
 - ☐ Monday - Friday...._____ to _____
 - ☐ Saturday.....9AM to 6PM
 - ☐ Sunday/Holidays....PROHIBITED
 - ☐ __________ to _____

Any work is limited to the above hours. Any construction activity outside these limits must be approved by Public Works - Engineering.

3. The use of amplified music or other sound in the work area is not permitted during the performance of the work in this permit.
4. Pedestrian and Vehicular Traffic Control
 - a. Traffic control is to be in accordance with the City's Traffic Control Manual and the attached approved traffic control plan and conditions. Any modifications made to this approved plan must be approved by the Public Works Inspector or the City Traffic Engineer.
 - b. The Contractor shall supply, place and maintain all necessary traffic control devices in accordance with the Palo Alto "Traffic Control Manual". Traffic barricades and cones shall conform to Caltrans Standard Specifications Sections 12-3.02 and 12-3.10 respectively. The Contractor shall provide one working flasher for each barricade and shall insure that each flasher is maintained in working condition while in use.
 - c. Placement of advance signs is required in locations insuring adequate visibility to approaching traffic. These signs shall be removed immediately when there is no longer a need for the signs.
 - d. At all times, the construction activity is to be delineated from the traveled roadway by use of cones conforming to the above specifications.
 - e. The Contractor shall not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter and/or gutter overlay has been done and the hazard to bicyclists and motorists no longer exists.
 - f. Any hazardous conditions left during non-working hours

*Public Works Inspector (650) 496-6929

shall be barricaded and marked with flashers; any such protection in a traveled portion of a vehicular or pedestrian right-of-way shall be done in a manner approved in the City of Palo Alto Traffic Manual.

- g. Striping, pavement legends and signing destroyed during the construction activity shall be temporarily replaced prior to the release of the street to the public. The work of permanent restoration of the above shall be diligently pursued.
 - h. All traffic control measures are subject to the approval of the Public Works Inspector and Palo Alto Police Department. If the traffic control measures are unacceptable, the Palo Alto Police Department may take over the traffic control at the expense of the Permittee/Contractor.
4. Housekeeping
- a. No stockpiling of materials, spoils or equipment is permitted in the public right-of-way unless specifically permitted in this permit.
 - b. All work areas shall be swept clean at the end of each work day and at other times when directed by the Public Works Inspector. A mobile street sweeper shall be used wherever practical.
 - c. Dust shall be suppressed to the satisfaction of the Public Works Inspector*.
 - d. The Contractor shall remove all forms, debris and undesirable material from the job site at the end of each work day.
 - e. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Permittee/Contractor at his expense.
 - f. It is unlawful to discharge construction debris (soil, concrete, asphalt, sawcut slurry, paint, chemicals, etc.) or other waste materials into gutters or storm drains. The Permittee/Contractor shall incorporate best management practices (BMP's) for stormwater pollution prevention into all construction operations. Typical BMP's are outlined in a series of brochures published by the Santa Clara Valley Nonpoint Source Pollution Control Program and are available from the City of Palo Alto Public Works Engineering office.
5. Potable water for consolidation of backfill and other non-domestic uses in construction shall not be used. The Palo Alto Regional Water Quality Control Plant will permit and provide reclaimed water to contractors and landscapers. The Palo Alto RWQC Plant is located at 2501 Embarcadero Way.
6. Restoration of Site
- a. Permittee is responsible for repair, restoration, or replacement of any and all private and City facilities damaged as a result of Permittee's activities. The repair, restoration, or replacement of City facilities shall be in

accordance with City standard specifications and any other requirements imposed by this permit. Permittee shall contact City's Public Works Inspector* 24 hours (one working day) prior to commencing restoration activities. It may be necessary for Permittee to obtain new or additional permits for restoration work. The repair of private facilities shall meet the requirements of the owner.

- b. Unless otherwise authorized by the Public Works Inspector*, all construction, including restoration, shall be completed within 15 working days from start of work at any specific location.

IV. AT COMPLETION OF ACTIVITIES

1. Permittee shall remove all debris and clean up area at completion of permitted activities.
2. On last day of work under this permit, the Permittee shall notify the CPA Public Works Inspector* to perform appropriate inspections. Until such time as this permit is closed the Permittee retains responsibility and liability for the work performed and structures erected. Permit closure is effected when CPA Public Works Inspector* signs the "Work Completed" section on the front of the permit.
3. The Contractor shall be responsible for the complete removal of all markings used in the design and execution of the permitted work. This includes all marking associated with the identifying of existing utilities by Underground Service Alert. This removal shall be performed by a method approved by Public Works-Engineering.
- ☐ 4. If box to left is checked, the Permittee shall, no later than date below, provide the CPA Chief Public Works Inspector as-built drawings showing in reasonable detail the configuration of any installation performed and showing location of the installation to scale and dimensioned to show location from existing features such as curbs, corners, property lines, fire hydrants, etc. Failure to provide satisfactory as-builts will encumber approval of future permits by Permittee and Owner.

Required Submission Date: _____

*Public Works Inspector (650) 496-6929



CONTRACTOR

BENJAMIN FRANKLIN PLUMBING

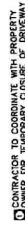
CITY OF
PALO ALTO

TRAFFIC CONTROL PLAN FOR:
256 E CHARLESTON RD.

SCOPE OF WORK:
INSTALLATION OF SEWER

SUBMITTAL REVIEW

DATE DRAWN:	10-28-24	SHEET
DRAWING NO.	15917	1
DESIGNED BY:	MATTHEW WENDOLA	OF
DESIGNED BY:	BOW FOOTMAN	



Reviewed - no further comments
City of Palo Alto - OOT.
work hours:M-F 9 AM - 4 PM
review date: 11/25/2024



- | | | | | |
|---------|-----------------------------|------------------|------------------------|----------------------------------|
| LEGEND: | ↑ HIGH LEVEL WARNING DEVICE | → FLASHING ARROW | SON (TAS) | FLAGER TO ASSESS LOCAL EMERGENCY |
| 1 | SON | 1 | SON | FLAGER TO ASSESS LOCAL EMERGENCY |
| 2 | TYPE - OR | 2 | TYPE - OR | FLAGER TO ASSESS LOCAL EMERGENCY |
| 3 | II BARRICADE | 3 | II BARRICADE | FLAGER TO ASSESS LOCAL EMERGENCY |
| 4 | II BARRICADE | 4 | II BARRICADE | FLAGER TO ASSESS LOCAL EMERGENCY |
| 5 | SONORIZED | 5 | SONORIZED | FLAGER TO ASSESS LOCAL EMERGENCY |
| 6 | 10 - BUS STOP | 6 | 10 - BUS STOP | FLAGER TO ASSESS LOCAL EMERGENCY |
| 7 | TAKES AT - NO STOPPING | 7 | TAKES AT - NO STOPPING | FLAGER TO ASSESS LOCAL EMERGENCY |
| 8 | DRIVEWAY | 8 | DRIVEWAY | FLAGER TO ASSESS LOCAL EMERGENCY |
| 9 | WORK AREA | 9 | WORK AREA | FLAGER TO ASSESS LOCAL EMERGENCY |
| 10 | CRANE | 10 | CRANE | FLAGER TO ASSESS LOCAL EMERGENCY |

GENERAL TRAFFIC-TRAFFIC CONTROL

It is the responsibility of the contractor performing work to assist and monitor the traffic control on the site as well as the work area. The contractor shall be responsible for controlling this area as well as the work area of workers and pedestrian traffic through or around the work area and provide maximum protection and safety to construction workers.

At all traffic control locations, the contractor shall be responsible to prevent their appearance and conditions of the work area from being a distraction to motorists.

At traffic control locations and traffic control work, perform to the strictest editions of:

- The California Manual of Uniform Traffic Control Devices (CMUTCD)
- The California Department of Transportation (Caltrans) Standard Specifications for Highway Construction (SS-Highway)
- Standard Specifications for Public Works Construction ("PennDOT")

All working areas shall be well posted.

Contractor shall provide flagmen as necessary to assist in traffic control.

Contractor shall provide adequate lighting for all workers and equipment at all times.

Contractor shall remove temporary traffic obstructions, signage, and other devices when no longer needed, and shall restore area to original conditions.

Contractor shall cover existing signs when they conflict with construction delays and opening.

At every intersection or conflict point where they conflict with construction delays and opening:

- Contractor shall post advance warning signs.
- Contractor shall post advance warning signs.
- Contractor shall post advance warning signs.

Contractor shall coordinate with the city for any temporary traffic signal timing modifications.

At all signs and marks that conform to Section 314 of the Standard Specification for Public Works Construction, temporary minimum stringing (not flag poles) may be used in the work area.

The contractor shall provide for access to all adjacent properties during work hours. Construction activities shall be conducted with as much a manner as to cause as little inconvenience as possible to the public.

Some shall be pre-identified and standard size.

STREET WORK PERMIT FEES

Fee Description:	Fee Amount:
Construction in Public Right-of-Way (Development)	<u>\$1.093.00</u>
Total Fees:	\$1.093.00

GENERAL PERMIT CONDITIONS

The following conditions are made a part of the *Permit for Construction in a Public Street*, as applicable:

I. GENERAL

1. Work location and configuration shall be in accordance with attached sketches, drawings, maps or as further directed by City's Public Works Inspector*.
2. Permittee shall maintain liability insurance to the satisfaction of City's Risk Manager, and shall provide City's Public Works Engineering Department with current insurance certificates documenting that said insurance is in effect from the time this permit is issued until it is closed.
3. All activities and construction shall conform to City's standards, specifications and traffic control manual, and as further directed by this permit.
4. Permittee is responsible for obtaining any other permits required by the City of Palo Alto or any other governmental or quasi-governmental agency.

NOTE: Permittee must obtain parking permits from City's Transportation Division when any activities will be conducted in a manner precluding public access to any designated parking space in either the University Avenue or California Avenue Parking Assessment Districts, or time-limited parking areas in the Stanford Hospital area.

5. Permittee shall assure that existing city trees are not damaged in any way. Any damage that does occur shall be immediately reported to the City Arborist. Tree protection in the work area shall conform to the CPA Public Works Department Standard Detail #505.

II. PRIOR TO COMMENCING WORK

1. The Permittee shall be responsible for the identification and location of all utilities, both public and private. Permittee shall contact Underground Service Alert (USA) @ (800)642-2444 at least 48 hours prior to beginning excavation work.
2. City's Public Works Inspector* shall be contacted at least 24 hours (one working day) prior to start of work.
3. If the Contractor needs to post "No Parking - Tow Away" signs, a three day advance notification of the CPA Police Department is required prior to date of construction activity.
4. All appropriate traffic control measures shall be in place, as detailed in the approved traffic control plan, prior to beginning work and to satisfaction of City of Palo Alto Public Works Inspector*.

III. DURING ACTIVITIES

1. Permittee shall strictly conform to the City's Noise Abatement Ordinance, detailed in Chapter 9.10 of the Palo Alto Municipal Code.

2. The Contractor is limited to construction activity during the following hours:

Monday - Friday 9AM to 4PM

Sunday/Holidays PROHIBITED

Any work is limited to the above hours. Any construction activity outside these limits must be approved by Public Works - Engineering.

3. The use of amplified music or other sound in the work area is not permitted during the performance of the work in this permit.
4. Pedestrian and Vehicular Traffic Control
 - a. Traffic control is to be in accordance with the City's Traffic Control Manual and the attached approved traffic control plan and conditions. Any modifications made to this approved plan must be approved by the Public Works Inspector or the City Traffic Engineer.
 - b. The Contractor shall supply, place and maintain all necessary traffic control devices in accordance with the Palo Alto "Traffic Control Manual". Traffic barricades and cones shall conform to Caltrans Standard Specifications Sections 12-3.02 and 12-3.10 respectively. The Contractor shall provide one working flasher for each barricade and shall insure that each flasher is maintained in working condition while in use.
 - c. Placement of advance signs is required in locations insuring adequate visibility to approaching traffic. These signs shall be removed immediately when there is no longer a need for the signs.
 - d. At all times, the construction activity is to be delineated from the traveled roadway by use of cones conforming to the above specifications.
 - e. The Contractor shall not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter and/or gutter overlay has been done and the hazard to bicyclists and motorists no longer exists.

f. Any hazardous conditions left during non-working hours shall be barricaded and marked with flashers; any such protection in a traveled portion of a vehicular or pedestrian right-of-way shall be done in a manner approved in the City of Palo Alto Traffic Manual.

g. Striping, pavement legends and signing destroyed during the construction activity shall be temporarily replaced prior to the release of the street to the public. The work of permanent restoration of the above shall be diligently pursued.

h. All traffic control measures are subject to the approval of the Public Works Inspector and Palo Alto Police Department. If the traffic control measures are unacceptable, the Palo Alto Police Department may take over the traffic control at the expense of the Permittee/Contractor.

4. Housekeeping

a. No stockpiling of materials, spoils or equipment is permitted in the public right-of-way unless specifically permitted in this permit.

b. All work areas shall be swept clean at the end of each work day and at other times when directed by the Public Works Inspector. A mobile street sweeper shall be used wherever practical.

c. Dust shall be suppressed to the satisfaction of the Public Works Inspector*.

d. The Contractor shall remove all forms, debris and undesirable material from the job site at the end of each work day.

e. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Permittee/Contractor at his expense.

f. It is unlawful to discharge construction debris (soil, concrete, asphalt, sawcut slurry, paint, chemicals, etc.) or other waste materials into gutters or storm drains. The Permittee/Contractor shall incorporate best management practices (BMP's) for stormwater pollution prevention into all construction operations. Typical BMP's are outlined in a series of brochures published by the Santa Clara Valley Nonpoint Source Pollution Control Program and are available from the City of Palo Alto Public Works Engineering office.

5. Potable water for consolidation of backfill and other non-domestic uses in construction shall not be used. The Palo Alto Regional Water Quality Control Plant will permit and provide reclaimed water to contractors and landscapers. The Palo Alto RWQC Plant is located at 2501 Embarcadero Way.

6. Restoration of Site

a. Permittee is responsible for repair, restoration, or replacement of any and all private and City facilities damaged as a result of Permittee's activities. The repair,

restoration, or replacement of City facilities shall be in accordance with City standard specifications and any other requirements imposed by this permit. Permittee shall contact City's Public Works Inspector* 24 hours (one working day) prior to commencing restoration activities. It may be necessary for Permittee to obtain new or additional permits for restoration work. The repair of private facilities shall meet the requirements of the owner.

b. Unless otherwise authorized by the Public Works Inspector*, all construction, including restoration, shall be completed within 15 working days from start of work at any specific location.

IV. AT COMPLETION OF ACTIVITIES

1. Permittee shall remove all debris and clean up area at completion of permitted activities.

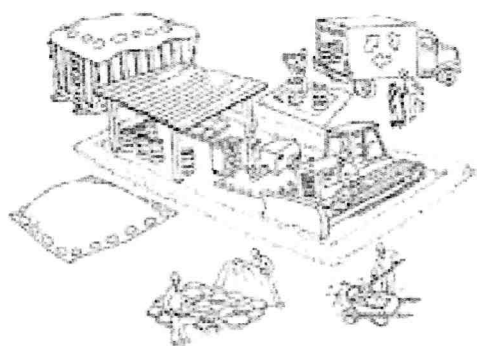
2. On last day of work under this permit, permittee shall notify the CPA Public Works Inspector* to perform appropriate inspections. Until such time as this permit is closed the Permittee retains responsibility and liability for the work performed and structures erected. Permit closure is effected when CPA Public Works Inspector* signs the "Work Completed" section on the front of the permit.

3. The Contractor shall be responsible for the complete removal of all markings used in the design and execution of the permitted work. This includes all marking associated with the identifying of existing utilities by Underground Service Alert. This removal shall be performed by a method approved by Public Works-Engineering.

Pollution Prevention

It's part of the plan!

City of Palo Alto
Storm Drain Program
650.329.2598



Make sure your crews and subs do it right!

Materials storage & spill cleanup

Non-hazardous materials management

- ✓ Sand, dirt, and similar materials must be stored at least 10 feet from catch basins, and covered with a tarp during wet weather or when rain is forecast.
- ✓ Use (but don't overuse) reclaimed water for dust control as needed.
- ✓ Sweep streets and other paved areas daily. Do not wash down streets or work areas with water!
- ✓ Recycle all asphalt, concrete, and aggregate base material from demolition activities.
- ✓ Check dumpsters regularly for leaks and to make sure they don't overflow. Repair or replace leaking dumpsters promptly.

Hazardous materials management

- ✓ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, state, and federal regulations.
- ✓ Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- ✓ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ✓ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✓ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✓ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- ✓ Report any hazardous materials spills immediately! Call City of Palo Alto Communications, 650.329.2413.

Vehicle and equipment maintenance & cleaning

- ✓ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✓ Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.



- ✓ If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinsewater to run into gutters, streets, storm drains, or creeks.
- ✓ Do not clean vehicles or equipment onsite using soaps, solvents, degreasers, steam cleaning equipment, etc.
- ✓ Use racked construction entrances and/or wheel washes to avoid mud from being tracked onto the streets.

Runoff from streets and other paved areas is a major source of pollution in San Francisco Bay. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines will ensure your compliance with City of Palo Alto ordinance requirements.

Storm water pollution prevention is particularly important during the wet season (October 1 through April 15). Follow these five key steps to ensure effective pollution prevention on your work site during this period:

- ✓ Select the appropriate Best Management Practices (BMPs) from the guidelines listed below, depending on your work site and the nature of your project.
- ✓ Install the BMPs and have them inspected by the City's storm drain inspector prior to October 1 (or prior to the start of construction for work starting later in the wet season).
- ✓ Call 650-329-2598 to request an inspection of the BMPs.
- ✓ Maintain and modify the BMPs as necessary during and between storm events throughout the life of the project.
- ✓ Remove temporary BMPs upon completion of the project.

Storm drain polluters may be liable for fines of up to \$5,000 per day!

Pollution Prevention It's part of the plan!

City of Palo Alto
Storm Drain Program
650.329.2598

Make sure your crews and subs do it right!

Earthwork & contaminated soils

- ✓ Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- ✓ Use straw wattles, silt fences, or other control measures to minimize the flow of silt off the site.
- ✓ Protect all catch basins from polluted storm water.
- ✓ Avoid scheduling earth moving activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all control measures necessary to prevent erosion.
- ✓ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.



according to Fire Department instructions

- ✓ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place straw wattles down slope until soil is secure.
- ✓ If you suspect contamination from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris, call the RWQCP: 650.329.2598, for help in determining what testing should be done.
- ✓ Manage disposal of contaminated soil

Dewatering operations

- ✓ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- ✓ Be sure to obtain a Permit for Construction in the Public Street from Public Works Engineering before discharging water to a street, gutter, or storm drain. Call the Regional Water Quality Control Plant, RWQCP, 650.329.2430 for an inspection prior to commencing discharge. Use filtration or diversion through a basin, tank, or sediment trap as required by the approved dewatering plan.
- ✓ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the City Inspector to determine what testing to do and to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Painting

- ✓ Never rinse paint brushes or materials in a gutter or street!
- ✓ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink. If you can't use a sink, direct wash water to a dirt area and grade it in.



- ✓ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✓ Filter paint thinners and solvents for reuse whenever possible.
- ✓ Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

Saw cutting

- ✓ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, straw wattles, sand bags, or fine gravel dams to keep slurry out of the storm drain system.
- ✓ Shovel, absorb, or vacuum saw cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!)
- ✓ If saw cut slurry enters a catch basin, clean it up immediately.



Paving/asphalt work

- ✓ Do not pave during wet weather or when rain is forecast.
- ✓ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ✓ Place drip pans or absorbent material under paving equipment when not in use.
- ✓ Protect gutters, ditches, and drainage courses with straw wattles, gravel dams, sand bags, or earthen berms.
- ✓ Do not sweep or wash down excess sand from seal coating into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- ✓ Do not use water to wash down fresh asphalt concrete pavement.



Concrete, grout, and mortar storage & waste disposal

- ✓ Be sure to store concrete, grout, and mortar under cover and away from drainage areas. These materials must never reach a storm drain.
- ✓ Wash out concrete equipment/trucks off-site or designate an on-site area for washing where water will flow onto dirt or into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.
- ✓ If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off site.
- ✓ Direct water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain. If a suitable dirt area is not available, filter the wash water through straw wattles or a gravel dam before discharging to a storm drain.
- ✓ Concrete coloring can contain high levels of heavy metals! The greens and blues contain copper and chrome at levels that are very dangerous for the environment. Check the MSDS and be particularly careful when using them as a release for stamped concrete work. Never wash them to the storm drain or discharge them to the sanitary sewer.



Storm drain polluters may be liable for fines of up to \$5,000 per day!

CITY UTILITY MARKING REQUIREMENTS

1. Permittee shall be responsible for notifying Underground Services Alert (USA) 800-227-2600 for locating existing utilities.
2. This notification shall be made at least five (5) working days prior to start of any construction work (saw cutting, grinding, excavation etc.).
3. The notification shall include specific address of the construction site and Permittee's telephone & fax numbers.
4. The prospective excavation site or construction area should be clearly marked with white paint following the guidelines shown on sheet 4 of this standard.
5. City utilities will begin locating and marking its underground facilities only after **ALL** of the above requirements are satisfied.
6. The Permittee should be aware that the marking of utilities is approximate. The Permittee shall be responsible for taking all necessary precautions including hand digging, to avoid damaging the utilities.
7. The Permittee shall promptly notify the City utility inspectors (for electric 566-6965 or for water, gas and wastewater 566-4501) when utilities are damaged or altered in any way during construction. In the case of an emergency threatening life, limb or property, call 911.
8. The Permittee shall be responsible for repairing per City Standards any stormwater, wastewater, water, electric and other utility infrastructure damaged during construction. Repair work to gas infrastructure shall only be performed by City crews. Permittee will be responsible for reimbursement for repair work performed by City.
9. The Permittee shall notify the inspectors when unidentified utilities are exposed during construction.
10. All construction in the public right-of-way requires a permit. USA marking requests indicating "No permit" will not be marked. Permittees working for City shall provide contract number in lieu of permit number. City requests shall provide radio call number as permit number.
11. Use accurate and easily understood descriptions of locations to be marked. Example: Front of 2991 Main Street, sidewalk at 2301-2315 Apple Way. Poor or inaccurate descriptions will delay or prevent proper marking.

12. For large marking jobs, the City will require a construction schedule and will provide marking services approximately 48 hours ahead of the construction.
13. The fee for marking shall be according to CPA Utilities Department Rate Sched. C-1
14. Permittees are required to remove all USA markings at the conclusion of excavation.
15. USA markings must be removed by high-pressure water washing or other City-approved means. Damage to underlying or adjacent surfaces must be minimized. If used, water must be vacuumed into a holding tank for dumping into sanitary sewers. Water and debris must be prevented from entering storm sewers.

MARKING GUIDELINE NOTES:

This guide provides for uniform marking of the areas to be excavated with white paint in paved surfaces, or in unpaved areas with other suitable markings, such as stakes or pennants.

MARK THE AREA TO BE EXCAVATED BEFORE CALLING REGIONAL USA NOTIFICATION CENTER.

All excavators are reminded that premarking is a requirement of the California Code of Regulations, Sections 4215 and 4216. Failure to premark when practical can jeopardize your permit, or result in civil penalties. If remarking is not practical, the excavator shall contact the regional notification center to advise the operators that the excavator shall identify the area to be excavated in another manner sufficient to enable the operator to determine the exact area of the excavation to be field marked.

MARKING WITH WHITE PAINT:

In the case of a single excavation of known dimensions and location, delineate the exact area to be excavated with white paint through the use of dots or dashes, or a continuous solid line. Limit the size of each dash to 6 inches in length and 1 inch in width (see Figure 1, 2, and 3). **In each case, excavators must insure that their white paint marks cannot be misinterpreted as a traffic or pedestrian control.**

In the case of numerous excavations or one long continuous excavation, mark the center line of the excavation with arrows showing the direction of the excavation (as in Figure 4). Mark lateral excavations with an arrow showing direction from the center line with an additional mark at the curb or property line (as in Figure 5). Limit the size of each arrow to 6 inches in length and 1 inch in width, with interval spacing of approximately 48 inches between each arrow. Mark the width of the excavation in feet on either side of the center line or lateral marks, with 6 inch numbers.

The beginning and end of the marked area of excavation should be identified by letters "USA" in white paint, so the operators can distinguish the area to be excavated from other survey marks, etc.

MARKING WITH STAKES OR PENNANTS:

Where white paint can not be used, suitable stakes, lath or pennants may be used to define the area to be excavated. The stakes, lath or pennants should be painted white, or marked with white surveyors ribbon, with letters "USA" printed on them in black.

SPECIAL CONDITIONS:

Portland Cement Concrete and Asphalt Concrete Work

The following conditions are made a part of the *Permit for Construction in a Public Street*, as applicable:

I. GENERAL

1. All portland cement concrete and asphalt concrete work shall be performed in accordance with the City of Palo Alto, Department of Public Works, Standard Drawings & Specifications (most recent edition) hereinafter referred to as the City Standard Specifications.
2. At no location shall the work be left partially completed for more than seven working days.
3. Contractor shall protect open excavations and trenches with fences, covers and railings as required, together with signs, lights and other warning devices sufficient to maintain safe pedestrian, bicycle and vehicular traffic to the satisfaction of the Public Works Inspector*. The edge of any plating shall be ramped with temporary asphalt at a 12:1 maximum slope.
4. Any street tree root removal must have the prior approval of the City Arborist (650/496-6905).
5. The cleaning of equipment in the public right-of-way, on public property or down storm drains is expressly prohibited.
6. The use of amplified music or other sound in the work area is not permitted during the performance of the work in this permit.

II. PORTLAND CEMENT CONCRETE WORK

1. All portland cement concrete work shall be performed in accordance with Section 16 of the City Standard Specifications.
2. All concrete walks, curb/gutters or drives to be removed shall be sawcut full depth at existing score marks or as directed by the City Public Works Inspector*.
3. All concrete shall be placed against existing sawcut concrete or nominal 2x thick wood forms. If a gutter exists, six inches of AC will have to be removed at the lip of gutter for the placement of these forms. *No concrete shall be placed against asphalt or spalled/broken concrete.*
4. Concrete streets and valley gutters shall be constructed of Class 2 Concrete. Concrete curbs, gutters, sidewalks, driveways and curb ramps shall be constructed of Minor Concrete.
5. Class 2 concrete shall contain a minimum six (6) sacks of Type II Modified cement per cubic yard with a maximum of 6 gallons of water per sack. The aggregate shall be 3/4" Combined Aggregate Gradation per Caltrans Section 90. The concrete shall have a slump of 4" or less and shall provide a minimum compressive strength of 3500 psi at 28 days.
6. Minor Concrete shall contain a minimum five (5) sacks of Type II Modified cement per cubic yard with a maximum of 7 gallons of water per sack. The aggregate shall be 3/4" Combined Aggregate Gradation per Caltrans Section 90. The concrete shall have a slump of 4" or less and shall provide a minimum compressive strength of 2500 psi at 28 days.

7. Two pints of liquid lampblack shall be added per cubic yard of concrete. Lampblack shall be omitted from island and median concrete, and from any concrete pavement scheduled to receive asphalt concrete overlay. In the Barron Park district four pints of liquid lampblack shall be added per cubic yard of concrete.
8. If the drive apron/sidewalk or curb/gutter/sidewalk is to be installed, they should be installed monolithically whenever possible.
9. The Contractor shall notify the Public Works Inspector* prior to the placing of any concrete.
10. The finish of new concrete shall be a medium broom, or match adjacent concrete, as approved by the Public Works Inspector.
11. All trenches in the sidewalk area shall be backfilled as per City of Palo Alto Standard Specifications.
12. All form work is to be removed and replaced with the appropriate restorative material.
13. All new and existing utility boxes/vaults shall be adjusted to proper grade per Section 14 of the City Standard Specifications. This work shall be done at the Permittee's expense.
14. Concrete for sidewalks, drive aprons, curb/gutters, handicap ramps and road base shall be doweled into adjacent existing concrete at 2' on center. Use 12" long #4 deformed reinforcing bars where new concrete forms cold joints with existing. Use smooth dowels with slip caps at felt filled expansion joints. Dowels are not required along cold joints at building foundations, underground structures and utility vaults etc unless shown on the approved drawings or specifically so directed by the engineer.
15. The Permittee shall stamp the appropriate letter or symbol of any existing utility laterals that exist underneath the replaced curb/sidewalk. The letters shall be 2" in size and placed in a manner acceptable to the Public Works Inspector.
16. The Permittee is responsible for replacing any concrete that is damaged or otherwise marked up prior to the curing of the concrete.
17. The Permittee is not permitted to place any stamp or other marking indicating the Permittee's name or other advertising.

III. ASPHALT CONCRETE WORK

1. All asphalt concrete work shall be performed in accordance with Section 13 of the City Standard Specifications.
2. All permanent asphalt restoration and/or new work shall be a hot mix Type B and shall be of the thickness as shown on the Drawings, unless otherwise directed by the Public Works Inspector*. Asphalt concrete aggregate grading shall be the following:

AC Layer	Aggregate Grading
Surface Course (Pavement)	½" maximum, medium
Surface & Base Course (Patches & Trenches)	3/8" maximum
Base Course	¾" maximum, medium

3. New street construction or large area street reconstruction with asphalt pavement specified to be 3" or more in compacted thickness shall be done in a minimum of two lifts. The surface course asphalt

SPECIAL CONDITIONS:

Underground Work

The following conditions are made a part of the *Permit for Construction in a Public Street*,
as applicable:

I. GENERAL

1. At least 48 hours prior to commencement of any excavation, Permittee shall contact Underground Service Alert (USA) at 800/227-2600. The Permittee must have a "Location Request Ticket" issued by USA and insure that all underground facility location as been done before any excavation can begin.
2. No tunneling under the sidewalk or other City pavement surfaces is allowed. Boring and pipe bursting is allowed only when specifically approved by the permit.
3. All construction shall be performed as per the City of Palo Alto Standard Specifications (see detail on reverse side).
4. All cuts in hard surface areas must be performed with a saw unless otherwise directed by the Public Works Inspector*.
5. Compaction tests shall be taken at the Permittee/Contractor's expense as directed by the Public Works Inspector*.
6. The Permittee/Contractor shall protect open excavation, and trenches with fences, covers and railings as required, together with signs, lights and other warning devices sufficient to maintain safe pedestrian, bicycle and vehicular traffic to the satisfaction of the Public Works Inspector*.
7. All open trenches and excavations must be backfilled and paved with temporary asphalt or steel-plated at the end of each work day. All steel plates used shall have a surface with a 0.35 coefficient of friction and a plate thickness based on the Work Area Traffic Control Handbook (WATCH Manual) and to Caltrans specifications. The edges of any plate used shall have placed cold mix asphalt concrete at a twelve inch width per inch of plate thickness. Excavations in the sidewalk area must be backfilled and made safe for pedestrians at the end of each work day.

II. MANHOLES, UTILITY/MONUMENT BOX AND CATCH BASIN WORK

1. All manholes, utility/monument boxes and catch basins shall be in accordance with the City of Palo Alto Standard Specifications.
2. When raising or replacing manholes and utility/monument boxes on pavement, the asphalt shall be cut out no more than six inches wider than the frame. The manhole and utility/monument box shall be placed at a finished grade flush with adjacent pavement and supported with concrete to a depth of six inches below the frame. The concrete shall be finished flush with existing PCC pavement or left 1½" low for asphalt concrete patching on existing AC pavement. After AC patching, a two foot wide oil sand seal shall be placed around the manhole, utility/monument box or catch basin.

SPECIAL CONDITIONS

Utilities Department Notes

The following conditions are made a part of the *Street Work Permit*, as applicable:

General Utility Department Conditions

1. The Permittee shall contact Underground Service Alert (USA) @ (800) 227-2600 at least five (5) days in advance of starting excavation to provide for marking of underground utilities.
2. When trenching: For crossing utilities the contractor shall maintain 12" clear, above and below, from the existing utilities to new underground facilities. For parallel utilities maintain minimum 3' clear horizontal (not diagonal) separation.
3. When boring new pipes or conduits: the pilot bore hole shall be 24" clear from any crossing existing WGW utility pipes and all existing utility crossings shall be potholed prior to starting work. For parallel utilities maintain minimum 5' clear horizontal (not diagonal) separation.

Water-Gas-Wastewater Engineering

1. The applicant shall provide protection for utility lines subject to damage. Utility lines within a pit or trench shall be adequately supported. All exposed water, gas, and sewer lines shall be inspected by the WGW Utilities Inspector prior to backfilling.
2. The applicant shall be responsible for relocating the existing utility mains and/or services as necessary to accommodate new storm drains or other underground structures, with the prior approval of the Utility Department. This responsibility includes all costs associated with the design and construction for the relocation of the utility mains and/or services. If sanitary sewer laterals need to be relocated (provided the relocated lateral can maintain gravity flow for the full length of the lateral per the WGW Utility Standards) they will need to be replaced for the full length of the lateral. **Sanitary sewer mains can not be relocated.**
3. Utility vaults, transformers, utility cabinets, concrete bases, or other structures can not be placed over existing water, gas or wastewater mains/services. Maintain 1' horizontal clear separation from the vault/cabinet/concrete base to existing utilities as found in the field. If there is a conflict with existing utilities, Cabinets/vaults/bases shall be relocated from the plan location as needed to meet field conditions.
4. Utility work/relocations/service connections will be installed between 30 and 40 days following receipt of full payment. Large developments must allow sufficient lead time (6 weeks minimum) for utility construction performed by the City of Palo Alto Utilities.
5. For any utility work in Caltrans right-of-way, the applicant shall obtain an encroachment permit from

6. For any utility work in a County right-of-way, the applicant shall obtain an encroachment permit from Santa Clara county department of transportation for all utility work in the county road right-of-way. The applicant must provide a copy of the permit to the WGW engineering section.
7. For any utility work in or near SCVWD right-of-way, the applicant shall obtain a construction permit from Santa Clara Valley Water District for the utility work by the City of Palo Alto Utilities.
8. All WGW utility work shall be inspected and approved by the WGW utilities inspector. Inspection costs shall be paid by the applicant's contractor prior to starting work. Schedule WGW utilities inspections at 650/566-4504 five working days before start of construction.
9. The applicant's contractor shall immediately notify the Utilities Department (650) 496-6982 or (650)329-2413 if the existing water, wastewater or gas mains are disturbed or damaged.
10. No water or gas valves or other facilities owned by Utilities Department shall be operated for any purpose by the applicant's contractor. All required operation will only be performed by authorized utilities department personnel. The applicant's contractor shall notify the Utilities Department not less than forty-eight (48) hours in advance of the time that such operation is required.
11. The contractor shall not disconnect any part of the existing water, gas, or wastewater mains except by expressed permission of the WGW utilities inspector and shall submit a schedule of the estimated shutdown time to obtain said permission. Only City forces can work on the City gas distribution system.
12. If the project involves installation of gravity drain utilities (sewer and storm), the applicant must submit type of technique used (directional boring or open cut) along with detailed trench profiles to WGW Utilities Engineering for review and approval before commencing the construction work.

Electric Utilities Engineering

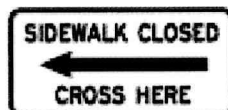
1. High voltage electric distribution lines may exist in the vicinity of the proposed project/excavation. Extreme precautions must be taken while performing excavation work near the utilities underground distribution system. Pot holing is required for identifying distribution lines.
2. During the trenching/exaction work Utilities Inspector must be present. Contact Juan Colin at 650-444-8790 or his designated representative at least five working days in advance. Applicants will be responsible for all the damages resulting from their workmanship.
3. The Permittee shall immediately notify the Utilities Department-Electric Operations Dispatch at (650) 496-6914 if the electric system is disturbed or gets damaged.

NOTHING ABOVE PRECLUDES THE PERMITTEE TO PURSUE THE SAFEST COURSE OF ACTION TO PROTECT LIFE AND PROPERTY.

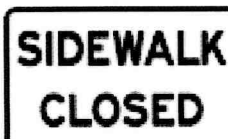
CALL 911 IN THE CASE OF A LIFE THREATENING EMERGENCY.

TRAFFIC CONTROL NOTES

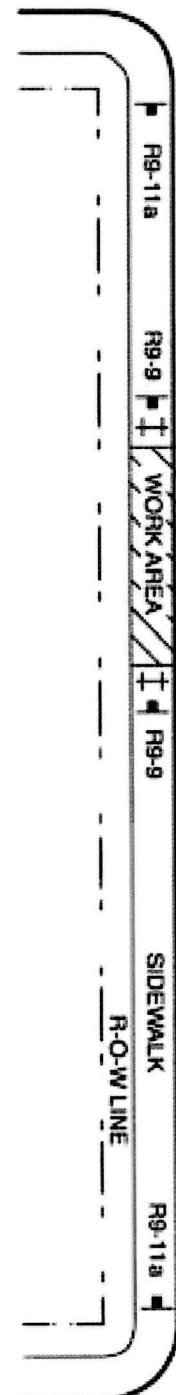
1. WORK HOURS RESTRICTED FROM 8AM TO 6PM UNLESS APPROVED OTHERWISE. WORK HOURS LIMITED FROM 9AM TO 4PM ON BUSINESS DISTRICT STREETS AND ARTERIALS
2. PEDESTRIAN CONTROLS SHALL BE PROVIDED AS SHOWN.
3. PEDESTRIANS SHALL BE PROTECTED FROM ENTERING EXCAVATION AREAS BY PHYSICAL BARRIERS DESIGNED, INSTALLED, AND MAINTAINED TO THE SATISFACTION OF THE PROJECT MANAGER
4. TEMPORARY "NO PARKING" SIGNS STATING THE DATE AND TIME OF PROHIBITION SHALL BE POSTED 72 HOURS TO COMMENCING WORK.
5. ACCESS WILL BE MAINTAINED TO ALL DRIVEWAYS UNLESS OTHER ARRANGEMENTS ARE MADE
6. TRENCHES MUST BE BACKFILLED OR PLATED DURING NON-WORKING HOURS UNLESS K-RAIL BARRIERS ARE PROVIDED. K-RAIL IS APPROVED ONLY WHEN SPECIFICALLY SHOWN ON THE APPROVED TRAFFIC CONTROL PLAN. PLATES SHALL HAVE CLEATS AND COLD MIX AT THE EDGES.
7. STRIPING WILL BE REPLACED BY THE CONTRACTOR WITHIN ONE WEEK, IF REMOVED OR DAMAGED.
8. WORK THAT DISTURBS NORMAL TRAFFIC SIGNAL TIMING OPERATIONS, OR WORK WITHIN 150' OF A SIGNALIZED INTERSECTION SHALL BE COORDINATED WITH THE CITY OF PALO ALTO. CONTACT SCOTT YAHNE, 650.498.6991 72 HOURS PRIOR TO WORK.
9. TRAFFIC SIGNAL LOOP DETECTORS SHALL BE REPLACED BY THE CONTRACTOR WITHIN 72 HOURS, IF DAMAGED.
10. FLAGGERS SHALL BE EQUIPPED WITH A WHITE HARD HAT, AN ORANGE VEST, AND A C28 "STOP/SLOW" PADDLE ON A 5 FOOT STAFF.
11. ALL TRAFFIC CONTROL DEVICES MUST BE MAINTAINED 24 HOURS A DAY, 7 DAYS A WEEK BY THE CONTRACTOR.
12. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CALTRANS MANUAL OF TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE ZONES, LATEST EDITION.
13. TRAFFIC CONTROL PLAN SUBMITTALS ARE REQUIRED FOR EACH PHASE OF THE WORK IN THE DETAIL, FORMAT, AND QUALITY ILLUSTRATED ON THIS SHEET.
14. ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM VIEW WHEN NOT IN USE.
15. THE PROJECT MANAGER OR REPRESENTATIVE HAS THE AUTHORITY TO INITIATE FIELD CHANGES TO INSURE PUBLIC SAFETY.
16. ALL OWRK AFFECTING BUS STOPS SHALL BE COORDINATED WITH THE AFFECTED TRANSIT DISTRICT AT LEAST 72 HOURS IN ADVANCE OF STARTING WORK.



R9-11A

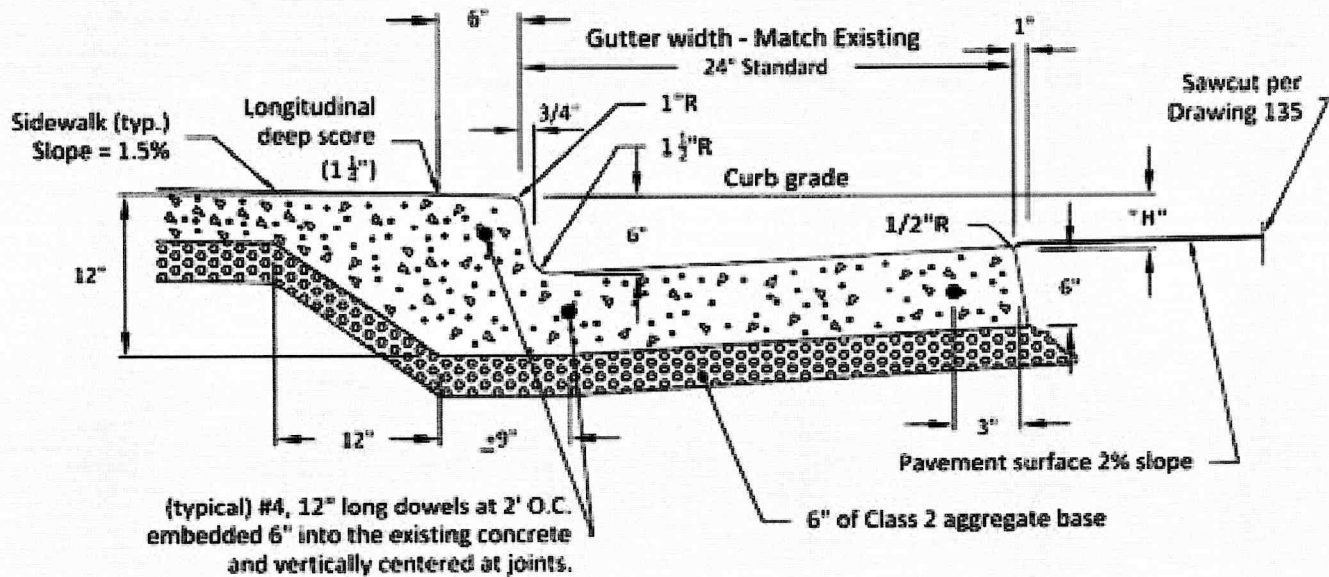


R9-9



TYPICAL SIDEWALK CLOSURE

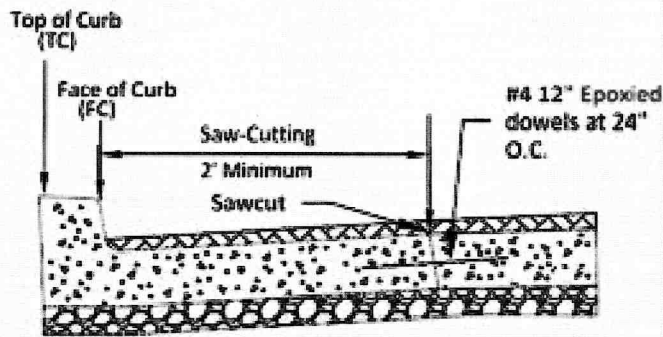
Vertical Curb and Gutter



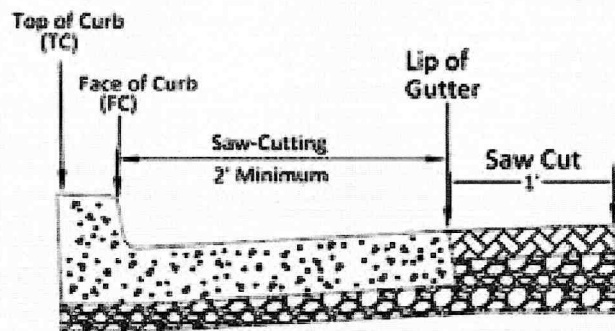
NOTES:

- Use 1/2" wide felt expansion material at each end of curb returns and a maximum of 60" O.C.
- Use #4, 12" long dowels at each expansion joint and at end of pours (3 dowels for 2 ft. and 3 ft. gutters, 5 dowels for 6 ft. gutters).
- Mark contraction joints 1-1/2" deep at 10 ft. centers.
- Surface finish to be light brooming.
- "H" dim = 5" with 1 ft. gutter;
- "H" dim = 4-1/2" with 2 ft. gutter;
- "H" dim = 4" with 3 ft. gutter
- "H" dim = 3" with 6 ft. gutter;
- Existing gutter widths vary (1 ft., 2 ft., 3 ft., or 6 ft.). Match existing.
- All new Asphalt Concrete patches shall be with 3/8" hot mix.
- No saw-cutting permitted parallel to the face of curb within the width of the gutter pan/
- When possible, pour Type A curb and gutter monolithically with sidewalks, driveways and PCC slabs.
- Install longitudinal deep score along entire back of curb.

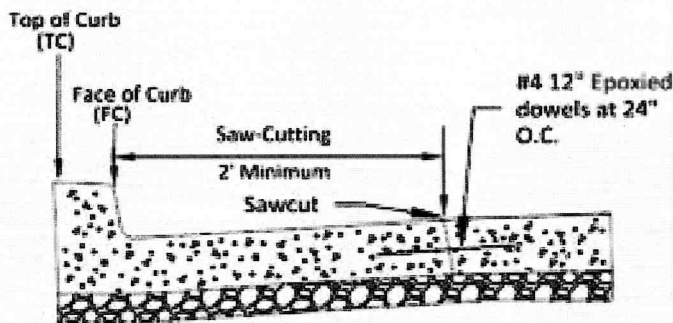
Rev	By	Date	Vertical Curb and Gutter Type A Construction Detail City of Palo Alto Standard	Approved by:
1	MN	10/25/04		
2	JT	08/14/06		PE No. 72158
3	HQN	01/04/07		Date 01/10/18
4	RTN	06/10/17		Dwg No. 133
Scale: NTS				



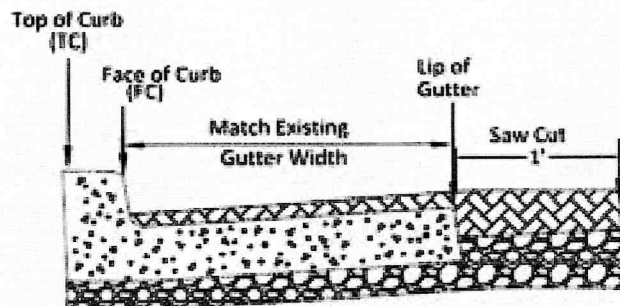
**ASPHALT OVERLAYED PCC STREETS
DETAIL 135.1**



**ASPHALT STREETS W/EXPOSED GUTTERS
DETAIL 135.2**



**MONOLITHIC PCC STREETS
DETAIL 135.3**



**ASPHALT STREETS W/OVERLAYED GUTTERS
DETAIL 135.4**

NOTES 135.1

- A. Saw-cut 2 ft. from the face of curb.
- B. If a lip of gutter is present, saw-cut PCC slab equidistant for the length of curb being replaced.

NOTES 135.2

- A. Replacing curbs with an expose gutter, the asphalt shall be saw-cut 1 ft. from lip of gutter.

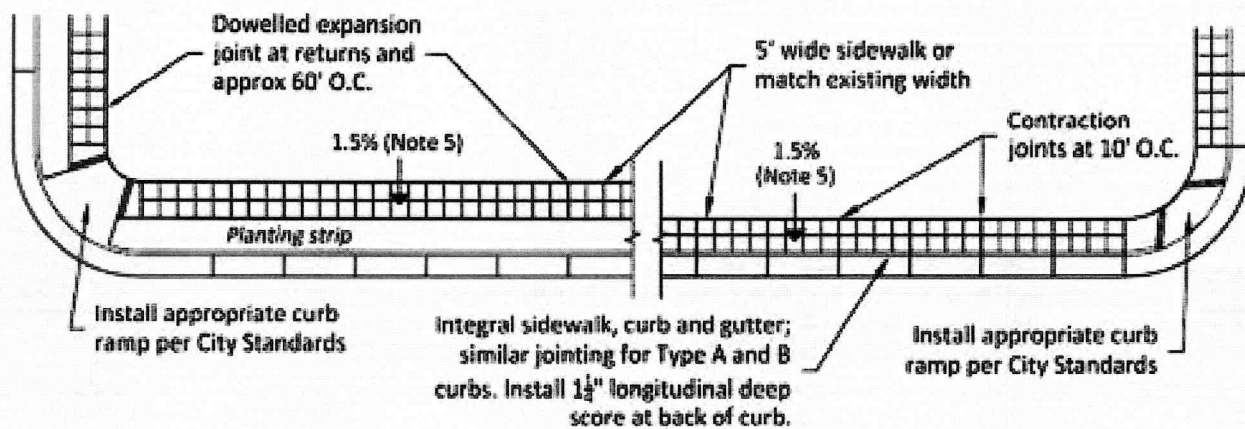
NOTES 135.3

- A. When replacing curbs on PCC streets, where the slab is monolithic with the curb and gutter, saw-cut 2 ft. from the face of curb, creating a lip of gutter that matches the existing PCC thickness.

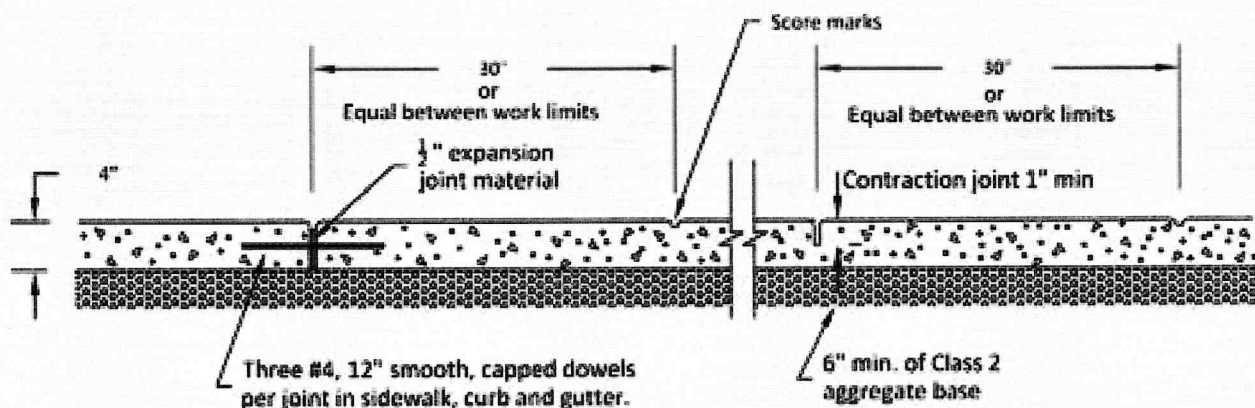
NOTES 135.4

- A. Replacing curbs with NO exposed gutter, the asphalt shall be removed to verify width of existing gutter pan and saw-cut 1 ft. from the unexposed lip of gutter.

Rev	By	Date	Vertical Curb and Gutter Type A Saw-Cutting Detail City of Palo Alto Standard	Approved by:
1	MM	10/25/04		
2	IT	08/14/06		PE No. 72158
3	HQN	10/03/06		Date 01/10/18
4	RTN	06/10/17		Dwg No. 135
Scale: NTS				



TYPICAL CITY BLOCK PLAN



Expansion joint

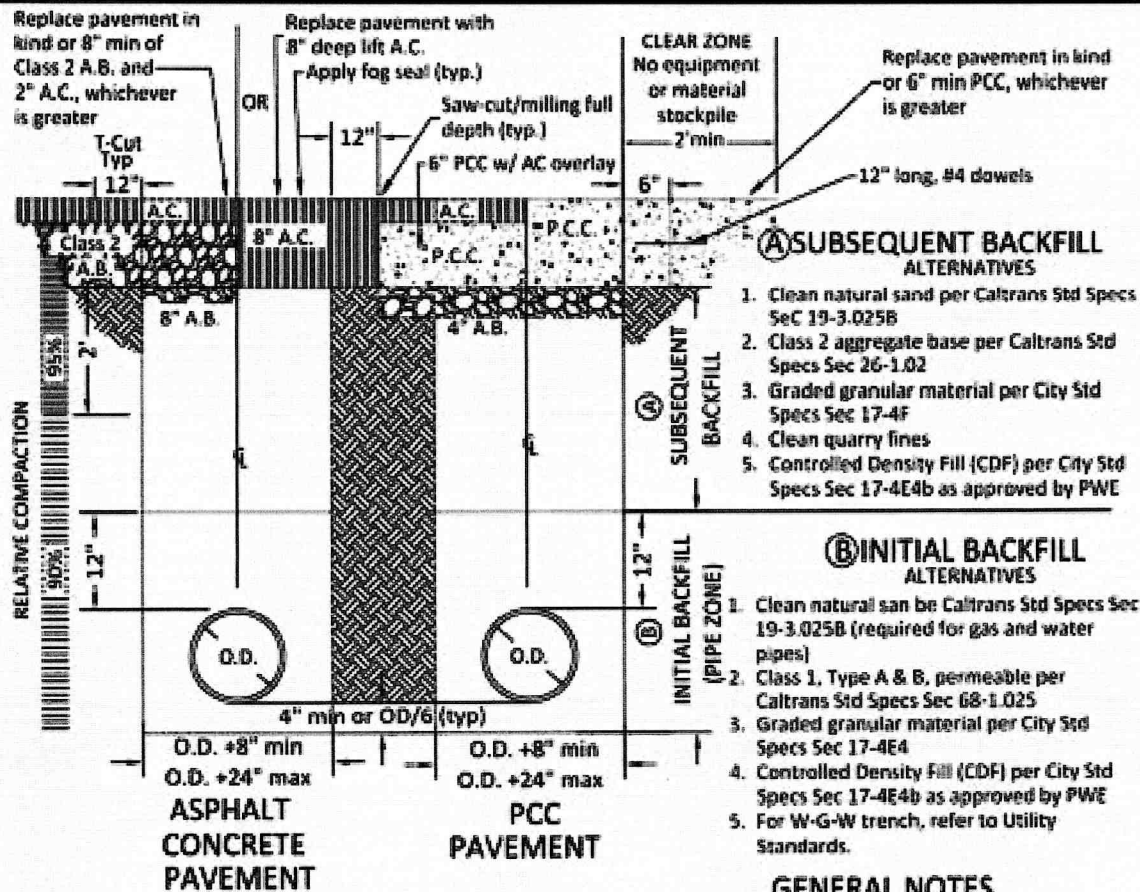
Contraction joint

LONGITUDINAL SECTIONS

NOTES:

1. Sidewalks to be marked in 30" squares.
2. Edges to have a 3/4" radius.
3. Score marks shall be minimum 3/8" deep; contraction joints shall be 1" minimum depth at 10 ft. O.C.
4. Contraction joints may be saw-cut.
5. Sidewalks to have 1.5% slope to street.
6. All new sidewalk shall be doweled at 2 ft. O.C. into existing concrete with #4, 12" long dowels and embedded 6".
7. Saw-cut walk full depth and full width on score marks perpendicular to the curb. No saw-cutting on longitudinal score marks.
8. Install longitudinal deep score along entire back of curb that is monolithic with the sidewalk.

Rev	By	Date	Sidewalk Construction City of Palo Alto Standard	Approved by:
0	DWH	12/14/92		
1	MN	01/29/02		PE No. 72158
2	HQN	01/04/07		Date 01/10/18
3	RTN	08/10/17		Dwg No. 141
Scale: NTS				

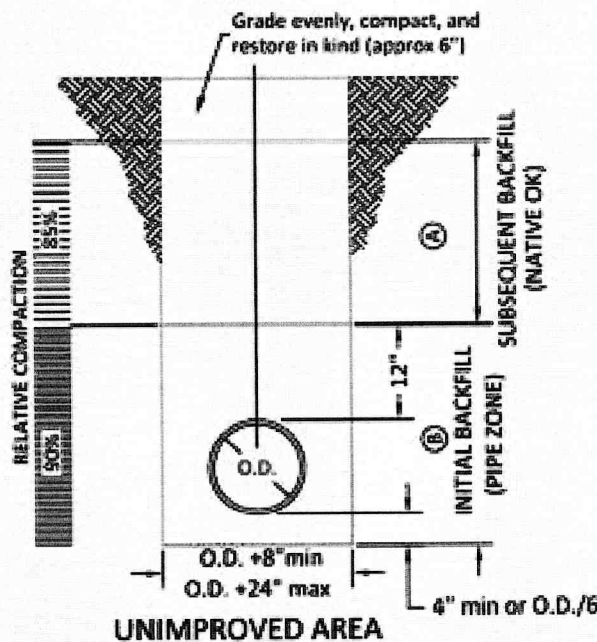


GENERAL NOTES

1. PCC shall contain a minimum of 6 sacks concrete with a desired 28-day strength of 3,500 PSI
2. Extend T-cut to lip gutter per City Std Specs Sec 17-4G
3. Refer to City Std Dwg 403 for trench limits of restoration
4. Match existing AC thickness on PCC overlays

JETTING NOTES

1. IMPROVED AREAS
 - a. INITIAL BACKFILL - jetting of sand OK
 - b. SUBSEQUENT BACKFILL - jetting of sand subject to approval of City Engineer, except for top 2 ft, which must be mechanically compacted
2. UNIMPROVED AREAS: jetting of sand OK
3. WHEN JETTING IS PERMITTED:
 - a. Excess water shall be collected at low points and removed by pumping
 - b. San to be jetted shall be placed in lifts no thicker than 4 ft
 - c. Jetting shall be performed at intervals along the trench not to exceed 6 ft



Rev	By	Date
1	MN	03/10/05
2	JT	08/18/06
3	HQN	10/04/06
4	RTN	06/08/17

Scale: NTS

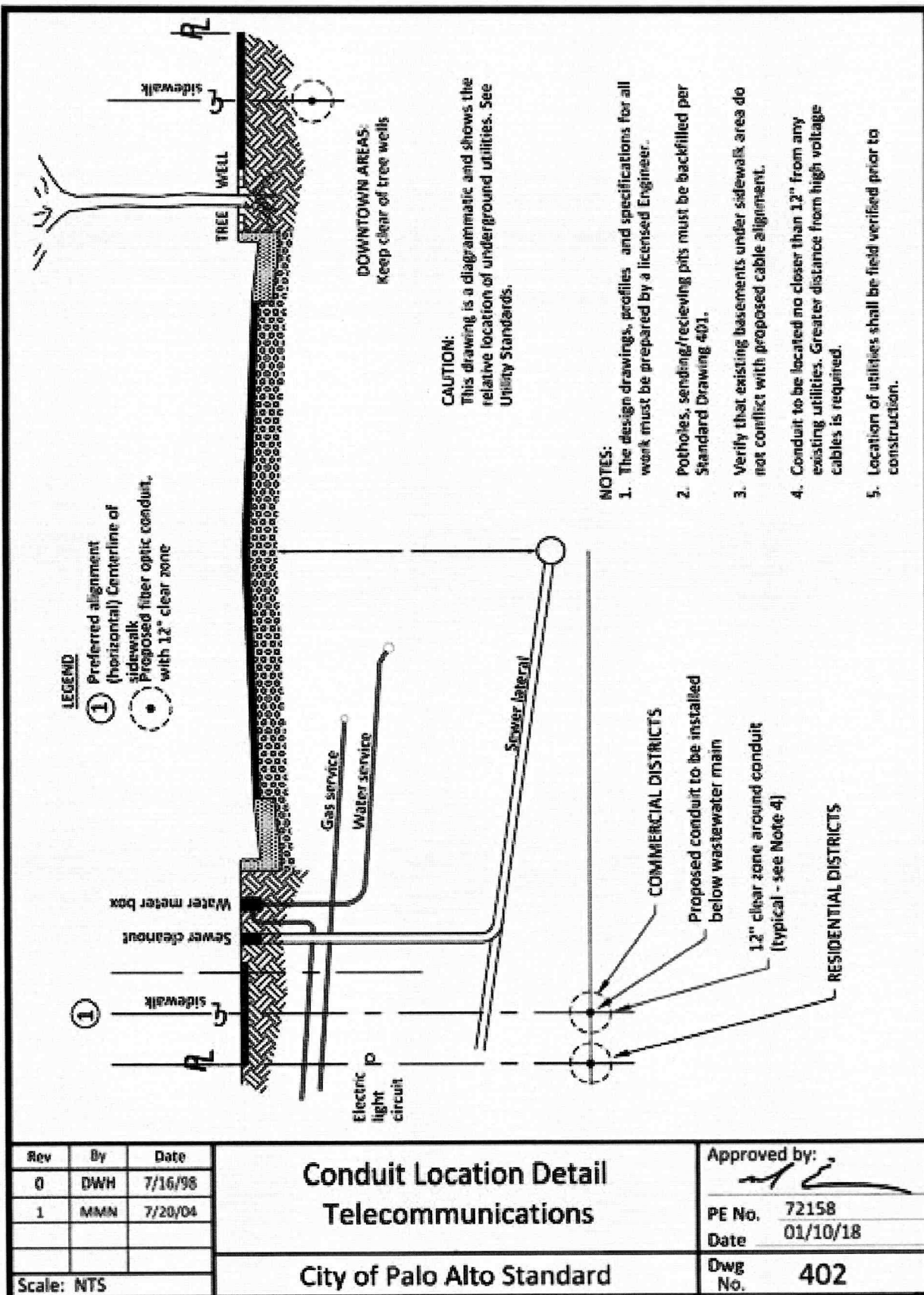
Trenches Typical Cross-Sections

City of Palo Alto Standard

Approved by:

PE No. 72158
Date 01/10/18

Dwg No. 401



ARMSTRONG INSTALLATION SERVICE
DBA: ARMSTRONG PAINTING, ROOFING & WINDOWS

HOME IMPROVEMENT CONTRACT

The Notice of Cancellation may be mailed to the address of the contractor as shown below:

4575 San Pablo Avenue Emeryville, CA 94608
(510) 777-1234 Contractor's License No. 245291

This Agreement dated _____ is between ARMSTRONG INSTALLATION SERVICE, a California corporation (hereafter "ARMSTRONG"), and Liwen Xu _____ ("Owner")

Owner's Home and/or Business Addresses: 256 E.Charleston Rd. Palo Alto. Ca. 94306

Home Phone: _____ Work Phone: _____ E-Mail: _____

ARMSTRONG will perform the work specified herein at the property listed below on behalf of the Owner. Work to be performed at _____
256 E.Charleston Rd. Palo Alto. Ca. 94306

(Legal description and street address if known)

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed: ARMSTRONG will furnish all labor and materials to complete in a good and workmanlike manner the project described in the Scope of Work Addendum(s) that is /are attached hereto and incorporated herein by reference. All work shall be performed by Armstrong employees and/or Armstrong certified independent licensed contractors.

Contract Price: Owner agrees to pay ARMSTRONG a total cash price of Eight Thousand (\$ 8000) ☒ Contract is a cash sale. Armstrong not providing or assisting with financing.
☐ Contract is to be financed.

Timing of the Work: The work shall be performed as set forth in the Scope of Work Addendum(s) attached to this Contract.

Down Payment: (if any, if not applicable, put "none") \$ 800

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

Schedule of Progress Payments: See the attached Scope of Work Addendum for the Schedule of Payments applicable to the particular Scope of Work. In the event that more than one Scope of Work Addendum is attached, payments shall be made for each type of work in accordance with its separate addendums.

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

Release: Upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code for that portion of the work for which payment has been made.

List of Documents to be Incorporated into the Contract : Scope of Work Addendum(s) _____
Recoating of Sprayed in Place Polyurethane Foam Roofing

Mechanics Lien Warning; Note About Change Orders; Notice of Cancellation; Three-Day Right to Cancel (except if damaged by a disaster); Dispute Resolution Provision and _____.

A notice concerning commercial general liability insurance is attached to this contract.

A notice concerning workers' compensation insurance is attached to this contract.

Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors.
Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.
Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.
For more information:
Visit CSLB's Web site at www.cslb.ca.gov; Call CSLB at 800-321-CSLB (2752);
Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

VERBAL UNDERSTANDINGS AND AGREEMENTS WITH REPRESENTATIVES SHALL NOT BE BINDING. ALL UNDERSTANDINGS AND AGREEMENTS MUST BE SET FORTH IN WRITING IN THIS CONTRACT AND ITS ADDENDUM(S) OR BY SEPARATE WRITTEN CHANGE ORDER. THIS CONTRACT SHALL NOT BE EFFECTIVE OR BINDING UNTIL ACCEPTED BY AN AUTHORIZED AGENT OF ARMSTRONG AND SHALL BE SUBJECT TO THE APPROVAL OF ARMSTRONG’S INSTALLATION DEPARTMENT.

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

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

You, the Owner or Tenant, have the right to require the contractor to furnish you with a performance and payment bond; however, the contractor can require you to pay for that bond.

OWNER

ARMSTRONG INSTALLATION SERVICE

By _____
(Signature) (Dated)

DocuSigned by:  6/2/2026 | 8:05 AM
(Signature) (Dated)

Registered Salesperson: Wayne Leuchters

Registration Number: 54852 SP

By _____
(Signature) (Dated)

1. CHANGES IN THE WORK- MODIFICATION, EXTRAS OR ADDITION TO THE WORK shall be executed only when a Change Order has been signed by both the Owner and ARMSTRONG. The change in the contract price caused by such Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, ARMSTRONG's actual cost of all labor (including all labor burdens), equipment, subcontracts and materials, plus 15% for its overhead and 15% for profit shall be the change in contract price. The change order may also increase the time within which the contract is to be completed.

Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

2. CONCEALED CONDITIONS: ARMSTRONG shall promptly notify the Owner of: (a) latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from 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 Owner as an addition to the work.

3. OWNER'S RESPONSIBILITIES: The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide ARMSTRONG and ARMSTRONG's 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 ARMSTRONG is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Owner will point out and warrant the property lines to ARMSTRONG.

4. FEES, TAXES AND ASSESSMENTS: Taxes, Permits, Fees, and assessments of all descriptions will be paid for by Owner. ARMSTRONG will obtain all required building permits, at the sole expense of Owner. Upon demand by ARMSTRONG, Owner shall provide ample funds to acquire any and all necessary permits on a timely basis. Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

5. LABOR AND MATERIAL: ARMSTRONG shall pay all valid charges for labor and material incurred by ARMSTRONG in furtherance of its performance under the contract. ARMSTRONG is excused from this obligation for bills received in any period during which the Owner is in arrears in making progress payments to ARMSTRONG. No waiver or release of mechanic's lien given by ARMSTRONG shall be binding until all payments due to ARMSTRONG when the release was executed have been made.

6. DESTRUCTION OF WORK, WORKERS' COMPENSATION INSURANCE & OTHER FORMS OF INSURANCE: If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by ARMSTRONG in rebuilding or restoring the project shall be paid by the Owner as extra work pursuant to an additional work authorization as set forth in Paragraph 1 of these terms and conditions. ARMSTRONG shall carry Worker's Compensation Insurance for the protection of ARMSTRONG's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.

7. PAYMENTS AND RIGHT TO STOP WORK: Past due payments shall bear interest at the rate of 1 1/2% per month (18% per annum), until paid in full. ARMSTRONG shall have the right to stop work if any payment shall not be made, when due, to ARMSTRONG under this Agreement; ARMSTRONG may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that ARMSTRONG may have. Such failure by Owner to make payment, when due, is a material breach of this Agreement.

8. CLEAN-UP: ARMSTRONG will remove from Owner's property debris and surplus material created by Armstrong's operation and leave its work site in a neat and broom clean condition.

9. LIMITATIONS: No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract. This provision is not intended to negate any written warranty or the jurisdiction of the Contractors' State License Board.

10. VALIDITY: 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 application shall not in any way be impaired thereby.

11. LIMITED WARRANTY: ARMSTRONG'S warranty governing this Agreement is as set forth in the separate **LIMITED WARRANTY** contained in the Scope of Work Attachment applicable to the Work performed. **THE LIMITED WARRANTY PROVIDED BY ARMSTRONG IS ONLY AS CONTAINED WITHIN THIS WRITTEN AGREEMENT. NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IS INCLUDED IN THIS AGREEMENT. IN THE EVENT THAT THE MANUFACTURER OF ANYTHING INSTALLED HEREIN OFFERS A DIFFERENT WARRANTY, THEN OWNER MUST LOOK TO MANUFACTURER FOR HIS/HER**

RIGHTS UNDER THE WARRANTY AND NOT ARMSTRONG.

12. NO ATTORNEYS FEES: It is expressly understood and agreed that each party shall bear their own costs and attorneys fees in any arbitration, mediation, or litigation, and neither party may seek recovery of attorneys fees, costs, expert's fees, or other costs, arising from or related to the Agreement or the performance thereof.

13. EXISTING CONDITIONS: ARMSTRONG calls attention to Owner the limitations of patching plaster and stucco, matching paint, matching texture and/or matching any finished product. ARMSTRONG will make a reasonable effort to match all existing conditions, i.e., textures and colors, however exact duplication is not promised nor guaranteed.

14. ASBESTOS, MOLD AND HAZARDOUS SUBSTANCES: 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 (PCB), 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 same, if Contractor encounters such substances, Contractor shall immediately stop work and allow 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 for 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 any adjacent location, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless for any recurrence of mold or microbial contamination, and shall indemnify Contractor for any claims related to any recurrence. 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 for 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 Owner as an extra.

Exceptions to Paragraph 14, if any: _____

Initials

Initials

15. DELAYS AND INCREASES IN MATERIAL COSTS: ARMSTRONG shall be excused for any delay in completion of the contract caused by acts of God; stormy or inclement weather; strikes, lockouts, boycotts or other labor union activities; acts of Owner, of Owner's agents, or of Owner's employees or independent contractors; disbursement of funds into funding control or escrow; acts of public utilities or public bodies; acts of public enemy, riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; changes requested by Owner; Owner's failure to make progress payments promptly; failure of the issuance of all necessary building permits within a reasonable length of time; or other contingencies unforeseen by ARMSTRONG and beyond its reasonable control.

Additionally, while ARMSTRONG believes that it can complete the Project without any increases in costs, to the extent that material costs increase by more than 10% from the costs of said materials on the date this Agreement was signed, ARMSTRONG shall be entitled to an increase in the contract price equal to the increased costs above the 10% increase in material cost. To the extent material costs increase due to delay caused by Owner, Owner's agents or separate contractors, ARMSTRONG shall be entitled to all cost increases incurred as a result, in addition to any extended field and home office expenses. There shall be no additional markup for overhead or profit on the increased cost, except as otherwise indicated.

16. WEATHER AND OTHER DAMAGE: ARMSTRONG shall attempt to keep the project reasonably covered during the construction. However, Owner understands that unexpected weather conditions can arise that might cause damage to the project or its contents. ARMSTRONG shall not be responsible for any such damage beyond its reasonable control.

ARMSTRONG INSTALLATION SERVICE License # 245291
SCOPE OF WORK ADDENDUM – Recoating of Sprayed-in-Place Polyurethane Foam Roofing (SPF)

Owner’s Name: Liwen Xu

Project Address: 256 E.Charleston Rd. Palo Alto. Ca. 94306

This is an addendum to the Home Improvement Contract between Owner and Armstrong Installation Service (“Armstrong”) and describes the Scope of Work and Payment Schedule for recoating the Sprayed-in-Place Polyurethane Foam Roofing (SPF) work to be performed by Armstrong. In the event that the Home Improvement Contract includes work other than included herein (in which case a separate Scope of Work Addendum shall be attached to the Home Improvement Contract), that other work shall be governed by its separate Addendum and not this Addendum. Armstrong shall perform the recoat work according to the following specifications:

Specifications for recoating the existing Sprayed in Place Polyurethane Foam Roof (SPF) only at the above address shall be as follows:

- 1. Pre-Site Inspection by an Armstrong Installation Department Technician.
- 2. Hydro Wash or clean existing surface to provide suitable substrate for proper adhesion of AWS* Ultra Violet Guard Acrylic Top Coating (UVA).
- 3. Repair punctures, holes, blisters and other SPF membrane defects as necessary.
- 4. Spray apply approximately 1 ½ gallons (wet) per 100 square feet of AWS* Ultra Violet Guard Acrylic Top Coating (UVA).
- 5. Broadcast Granules into AWS* Ultra Violet Acrylic Top Coating (UVA). Top Coat and Granule color to be White.
- 6. Other work: Repair two leaks. One over garage and one in rear bedroom.

- 7. Install new drain screens as necessary.
- 8. AWS* Ultra Violet Guard Acrylic Top Coating (UVA) warranted for 5 years against defect due to Armstrong’s workmanship. WARRANTY NOT SUBJECT TO MODIFICATION. (See reverse for Complete Limited Labor and Materials Warranty and for additional Warranty provisions).
- 9. EXCLUDED WORK: THE FOLLOWING WORK IF ENCOUNTERED IS SPECIFICALLY EXCLUDED BY THIS CONTRACT: Unforeseen conditions, work not set forth specifically in writing even if not excluded here within, correction of pre-existing code violations, repairs necessary due to non-compliance with current construction industry standards and/or current codes. The repair or replacement of any of the following is excluded: polyurethane foam, roofing materials or roofing related materials, rooftop equipment, ductwork, masonry, carpentry, painting or priming of any part of the building and/or its attachments, flashings, latent damage. This contract excludes hazardous material abatement. . In the event wood replacement is necessary for completion of contract and no change order is entered into, Owner authorizes Armstrong to replace fascia board, plywood sheeting or other non-structural wood members at \$85 per hour plus Armstrong’s material costs plus 15%. Structural repairs and engineering fees are excluded and can only be authorized by Armstrong’s General Manager and cannot be agreed to in this contract. Costs of scaffolding, staging, booms, hoists or any other means of access other than ladders not included unless specifically set forth in writing as included.
- 10. Additional work not included:

Transferable warranty. Owner to notify Armstrong within 30 days of escrow close.

11. Owner warrants that the structure, pre-existing polyurethane foam, decking, all drainage systems in their entirety, all underlying roofs, roofing materials, insulation and all substrates onto which Armstrong’s materials are to be installed are suitable for the work to be accomplished by Armstrong and meet current code. Armstrong shall not be responsible for recoating roofs not under Armstrong contract. Armstrong as part of this contract shall not make any repair to any item including but not limited to windows, frames, walls, solar panels, chimneys, skylights, gutters, downspouts, HVAC units, duct work, cable/satellite television equipment or any of their penetrations. Armstrong makes no representations with respect to the pre-existing foam roofing or to the roofs substrate. Owner expressly warrants as a condition of this contract that the pre-existing roof and its substrate(s) are in compliance with and meet all codes including but not limited to fire, building, environmental and structural and owner agrees to indemnify, hold harmless and defend Armstrong for any damages or losses Armstrong incurs due to owners breach of this warrant. Failure of UVA coatings, and/or granulation due to the underlying foam, its flashings, coatings or the substrate onto which it is attached shall not be covered under warranty and shall in no way be construed as being the responsibility of Armstrong.

- Current Leaks: ☒ yes ☐ no
- Interior Damage: ☐ yes ☒ no
- Foam by Armstrong: ☐ yes ☒ no Year: R 2015 If yes, was this evidenced by prior contract: ☐ yes ☐ no
- ☒ no Contractor who installed existing foam if known: _____

- 12. *AWS (Armstrong WeatherGuard System) Application, Warranty and Specification of material by Armstrong.
- 13. If required, Armstrong shall permanently install and leave in place safety anchors for fall protection.
- 14. THIS CONTRACT SUBJECT TO APPROVAL BY ARMSTRONG INSTALLATION DEPARTMENT.

The CASH PRICE for all SPF Labor & Materials is \$ 8000

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

AMOUNT	EVENT
\$3,600.00	<u>Due at End of Preparation (sweeping, cleaning or power washing of roof)</u>
\$3,600.00	<u>Due at Completion</u>

Owner agrees as a condition of warranty to make all checks, money orders or cashier’s checks payable to **Armstrong Installation Service**. Armstrong personnel are not authorized to accept cash or checks made to any payee other than Armstrong Installation Service.

Timing of work: Substantial commencement of work under this contract is described as start of sweeping, cleaning or power washing of roof.

Approximate Start Date: 7/15/26 or asap Approximate Completion Date: 8/15/26

Client Signature(s) _____

Date: _____ Date: _____

This warranty shall accrue to the benefit of the owner named herein, and it shall not accrue or inure to the benefit of any other party, including any subsequent buyer of the property, except with the written consent of Armstrong's General Manager.

**THE WARRANTY
ARMSTRONG'S 5 YEAR LIMITED RECOAT WARRANTY**

- I. AWS* Ultra Violet Guard Acrylic Top Coating (U.V.A.) installation is for the sole purpose of protecting the underlying foam from Ultraviolet (U.V.) degradation and U.V. decay for 5 years from date of contract.
- II. If failure of U.V.A. results in U.V. damaged foam and there is subsequent water incursion into the structure due to U.V. damaged foam, Armstrong shall provide 100% of all labor and materials to repair and/or replace U.V.A. (at Armstrong's option) if failure is due to defect in Armstrong's workmanship or materials.
- III. In addition Armstrong shall provide 100% of all labor and materials to repair and/or replace (at Armstrong's option) any U.V. damaged foam, if foam's is allowing for water incursion into the structure and foam failure is directly caused by U.V.A. failure to protect underlying foam from U.V. damage and U.V.A. failure is due to defect in Armstrong's application.
- IV. Repair of foam or U.V.A. coating blisters, bubbles, etc. (delamination) are expressly excluded from this warranty with the sole exception of when this delamination is the proximate and present cause of water incursion into the structure.

EXCLUSIONS and LIMITATIONS

V. **LIMITATIONS ON LIABILITY:** In the event of water intrusion or any other damage caused by a defect in ARMSTRONG'S workmanship or materials, ARMSTRONG agrees to reimburse Owner or cause repairs to the premises valued at the lesser of \$500 or five percent (5%) of the total contract price herein. Owner agrees that such limited reimbursement shall be the sole remedy to Owner in the event of a claim of damages related to ARMSTRONG'S workmanship or materials. Nothing herein limits Owner's rights under any manufacturer's warranties which shall be the sole warranty for material defect (to the extent that any such rights exist), or to make a claim upon Owner's own homeowners' or renters' policy of insurance. Owner waives the right of subrogation of its insurer for any damages that exceed the damages reimbursement set forth herein. **ARMSTRONG SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTION, LOST REVENUES, PROFITS OR OTHER EARNINGS, OR ANY OTHER TYPE OF LOSS ALLEGEDLY OCCASIONED BY ARMSTRONG'S WORKMANSHIP OR MATERIALS SUFFERED BY OWNER AND OWNER EXPRESSLY AGREES TO THE LIMITATIONS STATED HEREIN, WHICH HAVE BEEN BARGAINED FOR AS PART OF THIS TRANSACTION.**

VI. Armstrong Roofing will not be responsible for repairs or alterations to our roofing materials by anyone other than Armstrong except with Armstrong's prior written consent. Any unauthorized repairs or alterations will be cause for voiding the warranty.

This warranty does not cover failure of AWS* Ultra Violet Guard Acrylic Top Coating (U.V.A.) due to:

- A. Deficiencies in the roof's substrate, walls, partitions, foundations, etc. including cracks, breaks, pinholes or openings.
- B. Unnatural causes or unusual natural causes such as hurricane, earthquakes, full gale force winds, lightning, hail, fire, extraordinary or unusual phenomena, acts of God.
- C. Structural deficiency, settling, faulty construction, inadequate moisture barriers or retarders, insufficient ventilation or other defect.
- D. Pre-existing non-compliance of materials or application with current standards or codes. Current standards shall mean those as set forth by the manufacturer, the building industry or by law at the time this contract was entered into by Owner with Armstrong, and not when the pre-existing work was originally completed. Armstrong's work shall be performed to current code. Armstrong however, shall not be responsible for updating grandfathered work or bringing any part of the structure or it's components to current code, on which or into which Armstrong's work is being performed, unless specifically required by the Laws and Regulations that govern contractors in the State of California to do so.
- E. Vandalism, penetration of U.V.A., damage caused by Owner, third parties, foreign objects or agents including plant, fungi, mildew, insect, or animal life. U.V.A. does not prevent the occurrence of mildew, fungi, termites, insects or any other naturally occurring phenomena and our warranty does not include the repair or correction of any damage resulting therefrom.
- F. Natural aging or fading.
- G. This warranty expressly excludes any and all failure of Armstrong's U.V.A. due to or arising out from failure and/or non-performance of underlying polyurethane foam. Additionally, Armstrong shall not be responsible for the repairs and/or for any leaks or damage arising out from failure and/or non-performance of underlying polyurethane foam and/or for any roofing or non-roofing related materials not installed by Armstrong including but not limited to solar panels, chimneys, skylights, gutters, downspouts, HVAC units and duct work.
- H. Parapet walls, coping, flashing, chimneys, skylights, vents, pipes, conduit, duct work, decks, any rooftop equipment, doors or windows or any building material of any kind installed on or above any roof, equipment supports, scuppers; unless leak is caused by faulty installation of these items by Armstrong and it is set forth in writing explicitly by contract that Armstrong shall be responsible for the installation of these non-U.V.A. items.
- I. Plugged, slow, inoperable, inadequate or non existing roof drains, drain lines, or scuppers or any defect in any system designed to remove water (in any of its states) from roof or out of or away from building.
- J. Service to or maintenance of any roof top equipment or materials and/or foot traffic of any nature on the roof. Foam roofs with U.V.A. are not designed to be decks, sitting areas, or to be walked on by improperly trained personnel. Chairs, tables, or any item or chemical that can penetrate or compromise coating placed on top of coating shall be cause to void the warranty.
- K. Inadequate slope less than 2% or any other condition beyond the reasonable control of Armstrong including "bird baths." U.V.A. does not correct for inadequate slope and Armstrong makes no such representation.
- L. These exclusions are not meant to be exhaustive but indicative of items which may arise which are not due to defect in Armstrong's labor and/or materials installed by Armstrong.

VII. Additional Provisions:

- A. This warranty is in lieu of all other warranties whether written, oral or whether they are an expressed or implied warranty of merchantability or of fitness for a particular purpose.
- B. Owner shall be responsible for routine roof maintenance which should include periodic checking and, if necessary, cleaning of drains, downspouts, gutters, etc. Routine roof maintenance and/or service shall not be provided under the terms of this warranty by Armstrong.
- C. Armstrong's total liability under this warranty shall in no case exceed 100% of the contract price and shall in no way be construed (other than as specifically set forth in V. above) to include interior, collateral and/or consequential damages, and/or any liability for damage or loss in value to the structure(s) (i.e. wood rot), its substrates, fixtures and real property both above and below ground.
- D. Armstrong shall have no liability under the terms of this warranty if Owner(s) fails to conform to any and/or all of the conditions set forth herein including payment in full of all monies due to Armstrong within 30 days of their due date.
- E. Armstrong shall not be responsible for re-sloping and/or correcting existing roof substrate or underlying roofing materials.
- F. Armstrong shall not eliminate or mitigate any condition which allows for ponding or standing water unless expressly stated herein.
- G. To insure adequate coverage Armstrong may apply excess granules which may not fully adhere to the roof. Loose granules do not effect the long term performance of the roof or the warranty. Should excess granules require clean-up by owner or cause any damage, Armstrong shall provide up to a cumulative total of \$100 for this purpose.

VIII. THIS IS THE COMPLETE WARRANTY BETWEEN ARMSTRONG AND OWNER.

NOTE ABOUT CHANGE ORDERS

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 also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

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

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

Commercial General Liability Insurance (CGL)

ARMSTRONG INSTALLATION SERVICE carries commercial general liability insurance. You may call Beach & O'Neill Ins. Associates at 916-676-0844 to check the contractor's insurance coverage.

Workers' Compensation Insurance

ARMSTRONG INSTALLATION SERVICE carries workers' compensation insurance for all employees. You may call Beach & O'Neill Ins. Associates at 916-676-0844 to check the contractor's insurance coverage.

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 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

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

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

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

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

DISPUTE RESOLUTION

JUDICIAL REFERENCE (NO JURY) FOR CLAIMS GREATER THAN \$25,000:

For claims greater than \$25,000, the parties agree that they desire to forego a jury trial, but want the rights of appeal or other judicial review that are not available for binding arbitrations in California. Accordingly, the parties agree that all claims greater than \$25,000, arising from or in any way relating to the Contract between Armstrong and Owner, including but not limited to claims of breach of contract, claims for unpaid moneys, negligence or breach of warranty, claims for express or implied indemnity, or claims of personal injury, shall be filed in the superior court of the State of California for which venue is proper, and shall be litigated in the manner of a judicial reference pursuant to Code of Civil Procedure section 638 *et seq.*, with the right of de novo review pursuant to Code of Civil Procedure section 644(b). Each party shall bear an equal share of the costs of judicial reference, and the parties expressly agree that there shall be no award of attorneys fees, costs, or the costs of the reference proceeding, to the prevailing party.

Any claim filed in Small Claims Court shall not be deemed to be a waiver of this Judicial Reference provision in the event that a counter claim in excess of \$25,000 is filed or sought.

Claims under \$25,000 but greater than the jurisdiction of the Small Claims Court shall be litigated as a limited civil case in the superior court of the State of California for which venue is proper; however, any amendment or counter claim that increases the claim of either party to greater than \$25,000 shall cause the entire dispute to be subject to the Judicial Reference provisions herein.

NOTICE: WE HAVE REVIEWED THE FORGOING PROVISION, AND IN THE EVENT OF ANY CLAIM GREATER THAN \$25,000, IT IS OUR DESIRE TO WAIVE THE RIGHT TO A JURY TRIAL AND SUBMIT ANY DISPUTE TO A JUDICIAL REFERENCE PROCEEDING, WITH THE RIGHT OF APPEAL AND/OR DE NOVO REVIEW BY A SUPERIOR COURT JUDGE. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES GREATER THAN \$25,000, ARISING OUT OF THE CONTRACT TO A JUDICIAL REFERENCE.

initial

initial

"Notice of Cancellation"

6/2/2026 | 8:05 AM PDT

(Date)

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

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

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

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

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

at ARMSTRONG INSTALLATION SERVICE
4575 San Pablo Avenue
Emeryville, CA 94608

not later than midnight of _____.
(Date)

I hereby cancel this transaction. _____
(Date)

(Buyer's signature)

(Buyer's signature)

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."

I, Liwen Xu (Buyer) hereby acknowledge that on _____ (Date)
I was provided this document entitled "Three-Day Right to Cancel."

(Buyer's Signature)

(Buyer's Signature)



STATE LICENSE NO. 245291

PRE-SITE INSPECTION: I authorize personnel to perform a pre-site inspection of the exterior and roof of my home during business hours. This pre-site inspection will be performed prior to the start of the actual roof work.

- ☒ It is not necessary to call and schedule a specific time for this pre-site inspection. Armstrong may inspect at their convenience.
- ☐ It is necessary to call first to schedule a specific time.

Are there any dogs, hazards or impediments that Armstrong personnel should be aware of?

- ☒ No, there are none.
- ☐ Yes (If yes, please list) _____

PLEASE NOTE: YOU WILL BE NOTIFIED BY ARMSTRONG PRIOR TO THE START OF THE ACTUAL ROOF PREPARATION WORK.

ELECTRONIC AUTHORIZATION DISCLAIMER

☐ Customer acknowledges that they have executed the foregoing document by “Docusign” or by other electronic means. An electronic copy of the Contract has been delivered to customer either through Docusign or electronically at their email address: _____, which was provided to Armstrong Installation Service by Customer. Customer acknowledges and agrees that this is their email address, and that electronic delivery of a full and complete copy of the contract to said email address shall constitute the full and complete copy that customer is entitled to receive to commence the Three Day Right of Cancellation.

OR

☐ By checking this box, Customer represents that Customer does not have an email address to which delivery by electronic means can be made. Customer has requested that Armstrong Installation Service deliver to Customer a full and complete copy of the Contract.

Dated: _____



ARMSTRONG

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777.1234 AREA CODE NOT REQUIRED | ARMSTRONG1234.COM | EST. 1966

CREDIT CARD CHARGE REQUEST

NAME THAT APPEARS ON CREDIT CARD: *(PLEASE PRINT CLEARLY)*

BILLING ADDRESS: _____

TYPE OF CREDIT CARD: ☐ **VISA** ☐ **MASTERCARD** ☐ **DISCOVER**
 ☐ **American Express**

CREDIT CARD NUMBER: _____

3 Digit Security Code: _____

EXPIRATION DATE: _____

DOLLAR AMOUNT: _____

☐ **CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE CARDMEMBER'S AGREEMENT WITH THE ISSUER.**

☐ **CARDMEMBER UNDERSTANDS THAT THE DOLLAR AMOUNT NOTED ABOVE IS FOR THE DEPOSIT PAYMENT ONLY AND ALL SUBSEQUENT PAYMENTS WILL NEED TO BE DONE IN THE FORM OF CHECK OR MONEY ORDER.**

OWNER/BUYER

DATE