



STAFF REPORT

TO: Mayor and Members of the City Council
 FROM: Brad Donohue, Director of Public Works
 VIA: Brian Dossey
 MEETING DATE: February 11, 2019
 SUBJECT: B Street Development, Subdivision Agreement - Notice of Completion

RECOMMENDATION

Staff recommends that the City Council approve the following motion:

MOTION ACCEPTING THE WORK DESCRIBED IN "AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS FOR THE COLMA ESTATES" AND DIRECTING B STREET COLMA LLC TO FILE A NOTICE OF COMPLETION WITH THE COUNTY RECORDER'S OFFICE.

EXECUTIVE SUMMARY

On or about November 29, 2017, Dan Tealdi the Managing Partner of the B Street Colma LLC, (Developer) executed an agreement "Agreement for the Completion of Public Improvements of the Colma Estates" (Subdivision Agreement) between the Town of Colma (Town) and Developer for public improvements within the right of way as they relate to the housing development on B Street and one housing unit on C Street in Colma. Per section 11.0 of the agreement it states "Upon the total or partial acceptance of the Public Improvements by Town, Developer shall file with the Recorder's Office of the County of SAN MATEO a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093." The Developer has met and completed all the requirements within the agreement, thus staff is recommending acceptance of the improvements and directing Developer to file a notice of completion with the San Mateo County Recorder's office.

FISCAL IMPACT

There is not a financial impact to the Town for accepting the right-of-way improvements on B Street and a portion of C Street. Per the requirements of the agreement the Developer is required to provide surety in an amount not less than 25% of the project cost for a period of one (1) year after the Notice of Completion has been filed. The Surety that is provided during this warranty period will provide that if any of the improvements fail, the Town is covered either through the Developer correcting the work or if the developer is non-responsive the surety company will perform the corrective work.

BACKGROUND

In June of 2016 the City Council approved a 10 single family housing subdivision on B Street and a portion C Street for The Subdivision approved subdividing an existing lot on B street into 8 parcels on B Street and one parcel on C Street. The Town entered into a subdivision agreement with Dan Tealdi the Managing Partner of the B Street Colma, LLC, the developer who would be constructing all on and offsite improvements.

In the agreement, the Developer was obligated to make all the necessary improvements and repairs within the right-of-way in the course of installing the required utilities for the housing project, relocating street lights, landscaping features and damage to existing hardscape and landscape features in and around the housing development.

In January of 2019, staff inspected the various public improvements and is recommending that the Town accept the work as being completed as per the Subdivision Agreement.

ANALYSIS

If City Council accepts the various improvements as stated with in the Subdivision Agreement, the Developer is obligated to file a Notice of Completion with San Mateo County per the terms of the agreement.

Once the Notice of Completion has been filed with the County for a period of 30 days and there has been no encumbrances levied against the project as it relates the subdivision agreement, the Developer can ask the surety company who provided the required bonding of the offsite improvements to reduce the bond down to 25% of the project cost for a period of one year.

Council Adopted Values

The City Council is demonstrating being *responsible* to the public by ensuring that the improvements within the right of way as they relate to the B Street Housing Subdivision are complete and built to the satisfaction of the Town.

CONCLUSION

Staff has reviewed the completed work and recommends that the City Council by motion accept work as stated with in the 'Agreement for Completion of Public Improvements for the Colma Estates'' and allow the Developer to file a Notice of Completion with the San Mateo County Recorder's office.

ATTACHMENTS

- A. Subdivision Agreement

Old Republic Title
Escrow # 0222016132-HD

2017-006109

11:15 am 01/20/17 AG Fee: NO FEE
Count of Pages 48
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder




RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

Town of Colma
1188 El Camino Real
Colma, CA 94014
Attn: Cyrus Kianpour, City Engineer

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

TOWN OF COLMA, CALIFORNIA

By: 
City Clerk

48/

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

FOR THE

COLMA ESTATES

between

TOWN OF COLMA

a California municipal corporation

and

B STREET COLMA LLC.

a California limited liability corporation

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**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
FOR THE COLMA ESTATES**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this 21st day of December, 2016 by and between the Town of Colma, a California municipal corporation (“City”) and B Street Colma LLC., a California limited liability corporation with its principal office located at 555 California St, Suite 4925, San Francisco, California 94104 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. In May of 2016, Developer submitted to City an application for approval of a tentative map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”). The tentative map was prepared on behalf of Developer by Harvey F. Blomquist and is identified in City records as the Colma Estates Subdivision.

B. Developer’s application for a tentative map for the Colma Estates Subdivision was deemed complete on February 4, 2016. On June 22, 2016, the Town of Colma City Council conditionally approved Developer’s application for a tentative map for Colma Estates Subdivision.

C. Developer has not completed all of the work or made all of the public improvements required the Town’s Municipal Code Section 5.02.100, the Subdivision Map Act (Government Code sections 66410 et seq.) (“Map Act”), the conditions of approval for Colma Estates Subdivision, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Section and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Colma Estates Subdivision.

E. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map (“Final Map”) for Colma Estates Subdivision.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder’s Office of the County of San Mateo; (c) the City Council of the City (“City

Council”) approves the Final Map for Colma Estates Subdivision and (d) Developer records the Final Map for Colma Estates Subdivision in the Recorder’s Office of the County of San Mateo. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Colma Estates Subdivision.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Colma Estates Subdivision ,including, but not limited to, as may be applicable, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Colma Estates Subdivision (“Public Improvements”). The Public Improvements are more specifically shown in Exhibit ”B,” which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City,

as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted by City. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public

Improvements within one (1) year of the effective date of this Agreement, unless extended pursuant to Section 4.1.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Colma Estates Subdivision shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Colma Estates Subdivision in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Colma Estates Subdivision.

Developer shall provide for payment of all Town inspection and plan check charges associated with the installation of public and private improvements. A cash deposit shall be made in accordance with the fee schedule against which the Town will assess its costs. A refund or additional charge will be made at the conclusion of the construction.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within ten (10) business days of the Notice, unless additional time is reasonably needed to cure, and in such case Developer shall have up to an additional thirty (30) calendar days to cure, provided Developer is working as expeditiously as reasonably possible. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, and all applicable cure periods noted above, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City’s right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City’s demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or

equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of San Mateo a notice of completion for the accepted Public Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Colma Estates Subdivision was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension

thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its reasonable discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Two Hundred Thousand Dollars (\$200,000), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Colma Estates Subdivision, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Colma Estates Subdivision.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Two Hundred Thousand Dollars (\$200,000), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of

this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Colma Estates Subdivision in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of \$250 per monument with 20 monuments or Five Thousand Dollars (\$5,000), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Colma Estates Subdivision.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or

termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below (“Required Insurance”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers’ Compensation. Developer and its contractors shall procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial

guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Colma Estates Subdivision, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of

Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

TOWN OF COLMA
1198 El Camino Real
COLMA, CA 94014

DEVELOPER:

B Street Colma, LLC
555 California St, Suite 4925
San Francisco, California 94104
Attention: Dan Tealdi

With copy to:
Rifkind Law Group
100 Drake's Landing Road, Suite 260
Greenbrae, CA 94904
Attention: Leonard A. Rifkind

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Mateo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing

party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

TOWN OF COLMA

By: Sean Labe
(signature)
Sean Labe
(print name)
City Manager
Town of Colma

B STREET COLMA LLC.

By: [Signature]
(signature)
Dan Lealdi
(print name)
Manager
(title) 1/19/17

ATTEST:

By: [Signature]
(signature)
Caitlin Corby
(print name)
City Clerk
Town of Colma

By: _____
(signature)

(print name)

(title)

APPROVED AS TO FORM:

By: [Signature]
(signature)
CHRISTOPHER DIAZ
(print name)
City Attorney
Town of Colma

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

California All-Purpose Certificate of Acknowledgment

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

State of California

County of San Francisco } S.S.

On January 19th, 2017 before me, H. Horsfield, Notary Public
Name of Notary Public, Title

personally appeared Dan Tealdi
Name of Signer (1)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Agreement for completion of Public Improvements containing 18 pages, and dated 12/21/16.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: Manager

representing: B Street Colima LLC
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

- ~ Individual(s)
- ~ Corporate _____
- Officer(s) _____
- ~ Partner(s)
- ~ Attorney-in-Fact
- ~ Trustee(s)
- ~ Subscribing Witness
- ~ Guardian/Conservator
- ~ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA }
}

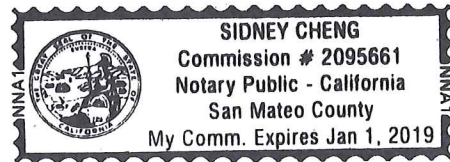
COUNTY OF San Mateo }
}

On Dec. 20th, 2016, before me,
Sidney Cheng, the undersigned notary public, personally appeared
Dan Tealdi, ~ personally known to me

OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



re signed & renotarized

CAPACITY CLAIMED BY SIGNER:

- ~ Individual(s)
- ~ Corporate _____
- Officer(s) _____
- ~ Partner(s)
- ~ Attorney-in-Fact
- ~ Trustee(s)
- ~ Subscribing Witness
- ~ Guardian/Conservator
- ~ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA }
 }
 COUNTY OF _____ }

On _____, 200_, before me,
 _____, the undersigned notary public, personally appeared
 _____, ~ personally known to me

OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature of Notary

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
COLMA ESTATES SUBDIVISION

Lots 4, 5, 6 and the easterly 45', front and rear of Lot 12 , Block 32 of that certain map entitled "City Addition Homestead" filed in Book D of Maps at Page 10, San Mateo County Records.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

COLMA ESTATES SUBDIVISION

1. PG&E GAS, PG&E ELECTRIC, COMCAST, AT&T, WATER, SEWER, SIDEWALK, CURB AND GUTTER, DRIVEWAYS, PAVERS IN STREET AND SIDEWALK, STREET LIGHTS, STREET TREES AND LANDSCAPING PER THE ATTACHED CIVIL IMPROVEMENT PLANS DATED 12 / 1 / 16

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

COLMA ESTATES SUBDIVISION

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$200,000

Surety: _____
Attorney-in-fact: _____
Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$200,000

Surety: _____
Attorney-in-fact: _____
Address: _____

CASH MONUMENT SECURITY: \$5,000

Amount deposited per Cash Receipt No. 1791PL Date: 12/9/2016

BOND NO. 100333949
INITIAL PREMIUM: \$10,142.00 PER 12 MONTHS
SUBJECT TO RENEWAL

TOWN OF COLMA
COLMA ESTATES SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Town of COLMA, California ("City") and B STREET COLMA, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Colma Estates Subdivision ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated November 29, 2016 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and AMERICAN CONTRACTORS INDEMNITY COMPANY ("Surety"), a corporation organized and existing under the laws of the State of CALIFORNIA, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of TWO HUNDRED TWO THOUSAND EIGHT HUNDRED FORTY SEVEN dollars (\$ 202,847.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers,

employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 *et seq.* of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at SACRAMENTO, CA, this 19TH day of DECEMBER, 2016.

B STREET COLMA, LLC
Principal
By: [Signature]
President Manager
Dan Tealdi
(print name)

AMERICAN CONTRACTORS INDEMNITY COMPANY
Surety
By: [Signature]
Attorney-in-Fact
DAREN EISEMAN, ATTORNEY-IN-FACT
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

- ~ Individual(s)
- ~ Corporate _____
Officer(s) _____
- ~ Partner(s)
- ~ Attorney-in-Fact
- ~ Trustee(s)
- ~ Subscribing Witness
- ~ Guardian/Conservator
- ~ Other _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

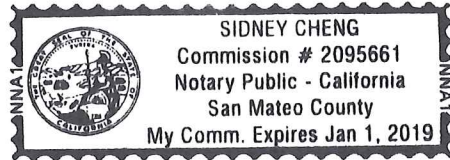
STATE OF CALIFORNIA }
 COUNTY OF San Mateo }

On Dec. 21st, 2016, before me,
Sidney Cheng, the undersigned notary public, personally appeared
Dan Tealdi, ~ personally known to me

OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO }

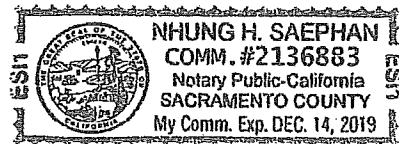
On 12-19-2016 before me, NHUNG H. SAEPHAN Notary Public,
Date (here insert name)

personally appeared DAREN EISEMAN,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

BOND NO. 100333949
INITIAL PREMIUM: PREMIUM INCLUDED IN PERFORMANCE PORTION
SUBJECT TO RENEWAL

TOWN OF COLMA
COLMA ESTATES SUBDIVISION IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Town of COLMA, California ("City") and B STREET COLMA, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Colma Estates Subdivision ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 4 (commencing with section 8000) of Part 6 of Division 1 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and AMERICAN CONTRACTORS INDEMNITY COMPANY ("Surety"), a corporation organized and existing under the laws of the State of CALIFORNIA, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and

materials as aforesaid excepting the Principal, the sum of ^{TWO HUNDRED TWO THOUSAND}
^{EIGHT HUNDRED FORTY SEVEN & 00/100} DOLLARS,
(\$202,847.00), said sum being not less than 100% of the total cost of the Public
Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs,
executors and administrators, successors and assigns jointly and severally, firmly by these
presents.

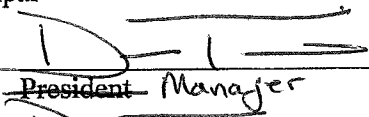
THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or
its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for
any materials, provisions, or other supplies or machinery used in, upon, for or about the
performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay
any of the persons named in California Civil Code Section 9100, or amounts due under the
Unemployment Insurance Code with respect to work or labor performed by any such claimant,
or for any amounts required to be deducted, withheld, and paid over to the Employment
Development Department from the wages of employees of the contractor and his subcontractors
pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and
labor, and all other applicable laws of the State of California and rules and regulations of its
agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified
herein.


As part of the obligation secured hereby, and in addition to the face amount
specified therefor, there shall be included costs and reasonable expenses and fees, including
reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be
taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the
California Government Code as security for payment to contractors, subcontractors, and persons
furnishing labor, materials, or equipment for construction of the Public Improvements or
performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that
this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to
file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the
California Civil Code, so as to give a right of action to them or their assigns in any suit brought
upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans,
profiles, and specifications related thereto, or to the Public Improvements to be constructed
thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice
of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at SACRAMENTO, CA, this 19TH day of DECEMBER, 2016.

B STREET COLMA, LLC
Principal
By: 
~~President~~ Manager
Dan Lealdi
(print name)

AMERICAN CONTRACTORS INDEMNITY COMPANY
Surety
By: 
Attorney-in-Fact
DAREN EISEMAN, ATTORNEY-IN-FACT
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

CAPACITY CLAIMED BY SIGNER:

- ~ Individual(s)
- ~ Corporate _____
Officer(s) _____
- ~ Partner(s)
- ~ Attorney-in-Fact
- ~ Trustee(s)
- ~ Subscribing Witness
- ~ Guardian/Conservator
- ~ Other _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

STATE OF CALIFORNIA }
}

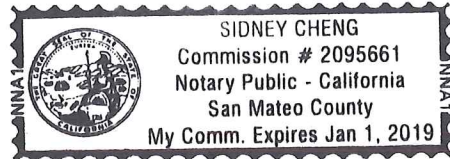
COUNTY OF San Mateo }
}

On Dec. 21st, 2016, before me,
Sidney Cheng, the undersigned notary public, personally appeared
Dan Tealdi, ~ personally known to me

OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO }

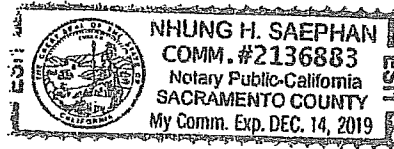
On 12-19-2016 before me, NHUNG H. SAEPHAN Notary Public,
Date (here insert name)

personally appeared DAREN EISEMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: *Nhung H. Saephan* (Seal)

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH TOWN OF COLMA STANDARD SPECIFICATIONS DESIGNATED STANDARD DRAWINGS AND THE APPROVED PLANS AND SOILS REPORT.
2. CONTRACTORS SHALL PROMINENTLY DISPLAY THEIR COMPANY NAME, ADDRESS AND TELEPHONE NUMBER ON EACH JOB SITE.
3. PERMITTEE SHALL NOTIFY THE TOWN AT LEAST TWO WORKING DAYS BEFORE STARTING WORK OR RESUMING WORK AFTER A SUSPENSION.
4. PERMITTEES SHALL CAUSE THE GRADING TO BE DONE UNDER THE IMMEDIATE SUPERVISION OF A QUALIFIED PERSON WHO SHALL BE RESPONSIBLE FOR THE GRADING OPERATIONS. THE WORK SHALL BE DONE UNDER HIS SUPERVISION IN ACCORDANCE WITH THE "PLAN" AND "GEO-TECHNICAL REPORT".
5. AT LEAST TWO WORKING DAYS IN ADVANCE OF STARTING EXCAVATION IN AN AREA THAT IS KNOWN OR COULD REASONABLY BE EXPECTED TO CONTAIN SERVICES, PERMITTEE SHALL NOTIFY THE TOWN AT LEAST TWO WORKING DAYS BEFORE ALERT (USA) AT 1-800-642-2444 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER. THIS NUMBER SHALL BE GIVEN TO THE TOWN INSPECTOR PRIOR TO THE START OF EXCAVATION.
6. PERMITTEE SHALL KEEP ADEQUATELY INFORMED OF ALL STATE AND FEDERAL LAWS AND LOCAL ORDINANCES AND REGULATIONS THAT IN ANY MANNER AFFECT WORK COVERED BY THIS PERMIT.
7. WORK OR USE SHALL BE COMPLETED BY THE EXPIRATION DATE STATED ON THE PERMIT, UNLESS AN EXTENSION IS REQUESTED BY PERMITTEE IN WRITING AND GRANTED BY THE TOWN IN WRITING.
8. THIS PERMIT AND ANY TOWN APPROVED PLANS RELATING THERETO SHALL BE KEPT AT THE JOB SITE AND BE AVAILABLE FOR INSPECTION AT ALL TIMES WORK IS IN PROGRESS.
9. NO CHANGES IN THE WORK OR PLANS RELATING THERETO SHALL BE MADE WITHOUT WRITTEN APPROVAL OF THE TOWN.
10. A SEPARATE APPLICATION AND APPROVAL IS REQUIRED FOR THE TEMPORARY CLOSURE OF ANY STREET OR HIGHWAY. SUCH CLOSURE SHALL BE MADE AT LEAST TWO WEEKS IN ADVANCE OF THE INTENDED DATE OF CLOSURE.
11. PERMITTEE IS RESPONSIBLE FOR ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY ARISE OUT OF WORK COVERED BY THIS PERMIT AND SHALL DEFEND AND HOLD THE TOWN OF COLMA HARMLESS AGAINST ALL CLAIMS FOR DAMAGES OR LIABILITY CAUSED BY THE WORK COVERED BY THIS PERMIT.
12. ADJOINING PROPERTY AND IMPROVEMENTS THAT COULD BE DAMAGED IN THE PROGRESS OF WORK COVERED BY THIS PERMIT SHALL BE PROTECTED. DAMAGED IMPROVEMENTS OR PROPERTY SHALL BE RESTORED TO A CONDITION ACCEPTABLE TO THE TOWN. THE TOWN SHALL BE NOTIFIED IMMEDIATELY UPON DISCOVERY OF ANY DAMAGE TO ADJOINING PROPERTY OR IMPROVEMENTS. THE PROPERTY OWNERS SHALL BE CAUSED.



SANITARY SEWER GENERAL NOTES

1. ALL SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE TOWN'S STANDARD SPECIFICATIONS, THE DEPARTMENT OF PUBLIC WORKS STANDARD DETAILS, AND REQUIREMENTS OF THE STATE DEPARTMENT OF HEALTH.
2. IN THE EVENT THAT ANY CHANGE IN ALIGNMENT OR GRADE FOR THE PROPOSED SEWERS ARE REQUIRED DUE TO UNFORESEEN CONFLICT WITH OTHER UTILITIES, THE ENGINEER IN CHARGE OR THE MAKER OF THE PLANS SHALL BE RESPONSIBLE FOR THE REQUIRED CHANGES WHICH ARE TO BE PRESENTED TO THE DEPARTMENT OF PUBLIC FOR APPROVAL.
3. THE UNDERGROUND PIPES, CABLES OR DUCTILES KNOWN TO EXIST BY THE ENGINEER FROM HIS RESEARCH OF RECORDS ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE FACILITIES, INCLUDING AND AFFECTING SEWERLINES, IN THE PRESENCE OF THE WASTEWATER INSPECTOR AND EXERCISE PROPER CARE IN THE PROTECTION OF SUCH UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE AND SHALL PAY FOR ALL DAMAGED UTILITIES.
4. SEWER LATERAL LOCATION MEASURED ALONG THE FRONT PROPERTY LINE SHALL BE 3'-0" MINIMUM FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED ON THE PLANS.
5. SLOPE FOR SEWER LATERAL SHALL BE 2.00% UNLESS OTHERWISE NOTED.
6. BUILDING PLUMBING FACILITIES SHALL BE CONTROLLED BY SEWER LATERAL INVERTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONTINUOUS SEWER SERVICE TO ALL AFFECTED AREAS DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SEWAGE SPILLS CAUSED DURING CONSTRUCTION, AND UTILIZE APPROPRIATE SAMPLING AND ANALYZING PROCEDURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC NOTIFICATIONS AND PRESS RELEASES.
9. WHEN CONNECTING TO A LIVE SEWER LINE, THE CONTRACTOR SHALL ASIDE BY ALL DAMAGE TO SUCH LINE OR WATERCOURSE OR IF IT INTERFERES WITH AN ESTABLISHED DRAINAGE PATTERN.

10. UNLESS PERMITTED, NO MATERIAL OR EQUIPMENT SHALL BE STORED WITHIN ANY PUBLIC RIGHT-OF-WAY OR DRAINAGE COURSE. IF PERMITTED, PERMITTEE MUST PROVIDE PROPER SAFETY AND WARNING DEVICES.
11. NO FILL SHALL BE PLACED UNTIL PREPARATION OF THE GROUND TO BE FILLED IS INSPECTED AND APPROVED BY BOTH THE SOILS ENGINEER AND TOWN ENGINEER.
12. STORM DRAIN LINES AND STRUCTURES SHALL BE CONSTRUCTED TO GRADES AND SLOPES AS SHOWN ON THE PLANS AND AS ACCEPTABLE TO THE CITY ENGINEER. PROVIDE ADEQUATE GRADE STAKES AS ACCEPTABLE TO THE CITY ENGINEER.
13. THE TOWN ENGINEERING DEPARTMENT IS TO BE NOTIFIED IMMEDIATELY UPON DISCOVERY OF ANY UNDERGROUND PIPE OR FACILITY NOT SHOWN ON THE PLANS OR OTHERWISE PREVIOUSLY ANTICIPATED.
14. NO SURVEY MONUMENT OR REFERENCE POINT SHALL BE DISTURBED OR REMOVED PRIOR TO BEING TIED OUT BY A LICENSED SURVEYOR OR CIVIL ENGINEER LICENSED TO PERFORM SURVEYING. ALL COSTS OF REPLACING SURVEYING MONUMENTS AND REFERENCE POINTS SHALL BE BORNE BY PERMITTEE.
15. RETAINING WALL IS NOT INCLUDED IN THE GRADING PERMIT AND REQUIRES A SEPARATE BUILDING PERMIT FROM THE TOWN.
16. THE CIVIL ENGINEER SHALL SUBMIT AN ACCEPTABLE AS-BUILT/AS-GRADED PLAN PRIOR TO THE RELEASE OF THE GRADING SURETY.
17. ANY OMISSION ON THE PART OF ANY TOWN REPRESENTATIVE TO REQUIRE LIGHTS, BARRIERS OR OTHER WARNING OR PROTECTIVE MEASURES AND DEVICES IN APPROVAL OF THIS PERMIT OR REVIEW OF FIELD CONDITIONS SHALL NOT EXCUSE THE PERMITTEE FROM COMPLYING WITH ALL REQUIREMENTS OF LAW AND REGULATIONS. THE PERMITTEE SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SAFETY DEVICES FOR ADEQUATELY PROTECTING THE SAFETY OF PERSONS USING PUBLIC STREETS.
18. BY ACCEPTING THE GRADING PERMIT, PERMITTEE AGREES TO REPAIR DAMAGE TO ANY IMPROVEMENTS THAT OCCURS AS THE RESULT OF WORK DONE UNDER THE PERMIT FOR A PERIOD OF ONE YEAR AFTER COMPLETION.

NO.	BY	DATE	REVISION

CSI Engineering
 77 Solano Square #203
 Benilda, CA 94510
 (707) 563-8612

DMC December 5, 2018
 Date: 12/05/18
 Location: LA
 Project: LA
 Title: LA

Developer: S Street Colma LLC
 Dan T. Reidl
 565 California St, Suite 4825
 San Francisco, CA 94104
 (415) 698-1871

**COLMA ESTATES
 CONSTRUCTION NOTES 1**

PAVER INSTALLATION SPECIFICATIONS (CONT FROM SHT C-3)

The cost of furnishing and installing building and joint sand shall be included in the unit price paid for interlocking concrete paver surfacing and no extra compensation will be paid therefor.

41.07 - Other Materials and their Installation

Sand Strecher - Sand strecher shall be a 6-0x100x2.6-dimensions-approx-2.6-10milin (34.5%) as manufactured by Monterey Chemical Company under the name of "Fretline E. C." The rate of application shall be 37 three per ton (4 gal/ton). All labor, materials and equipment shall be included in the unit price for sand strecher and no extra compensation will be paid therefor.

Filter Fabric - Filter fabric shall be installed at the edges of interlocking concrete paver surfacing and in the joints between pavers. Filter fabric conform to the provisions of Section 04.10.04 of the State Specifications and the requirements for Edge Details stated therein. The Contractor's attention is directed to the requirement that any filter fabric that is exposed for more than 72 hours shall be removed and replaced unless it is covered for a period of 72 hours.

Adhesive - Adhesive for installing pavers to concrete surfaces or to other pavers shall be exposed to water with "Lantize" or "Kamerite" additive, or equal or one of the following construction adhesives or their equals as approved by the City Engineer:

- *"T-1000", manufactured by Dyn
- *"T-2", manufactured by Sunchem
- *"Cop Seal", manufactured by Keytone

Where joints will be exposed, the "Thin Set" or construction adhesive shall be selected from the above list. The "Thin Set" or construction adhesive shall be applied in accordance with its manufacturer's recommendations. Where "Thin Set" or construction adhesive is used to bond pavers stacked to form walls, exposed joints shall be pointed to remove the "Thin Set" or adhesive to a depth from the exposed surface of pavers equal to the thickness of the finished joint.

The cost of finishing and applying adhesive shall be included in the unit price paid for interlocking concrete paver surfacing and no extra compensation will be paid therefor.

Collars - Collars (Acornl Mandrels, Yokes, Mortar and other Frames - Reinforced concrete collars shall be connected in the dimensions shown on the details around all unadvised, valve, manometer and similar fittings that are located within street to reserve interlocking concrete paver surfacing. Collars shall be placed on subgrade compacted to at least 95% relative compaction. They shall be shipped in the same angle with the base line as the paver pattern.

Collars will be measured and paid for on a unit basis for the sizes or types called for in the bid schedule. The price per collar shall include full compensation for finishing all plans, labor, materials, tools, equipment and materials required for the construction of concrete collars.

As-paver Joints - As-paver joints are to be constructed where interlocking concrete paver surfacing shall be applied to concrete surfaces. They consist of a two-lift-thick section of no surface, with a steel angle at the edge that will be used to connect pavers. The joints shall be 1/2" wide and extend across the full width of the as-paver interface.

As-paver joints will be measured by surface area in the unit used in the bid schedule. Payment shall include full compensation for providing and installing the joints, including all materials, compaction, finishing, placing and compacting base and asphalt concrete and finishing and handling steel angle, complete and in place as shown on the plans and details.

Measurement of quantities of base and asphalt concrete surfacing adjacent to a paver joint will not duplicate the area of as-paver joint paid for under this item.

41.10 - Sidewalks and Joints - Sidewalks and base for interlocking concrete paver surfacing shall be constructed in accordance with Sections 23 and 29 of these specifications except as modified below:

Sand strecher shall be applied to the surface of dirt subgrade. The finish surface of the pavement layer immediately below bedding sand shall not vary more than 1/2" (12.5 mm) (1/4" inch) below design grade. In addition, when a stringline 3' (0.9 m) long is laid on the finished surface, the surface of the layer immediately below bedding sand shall not vary more than 1/8" (3.2 mm) from the lower edge of the stringline.

Where utility boxes are adjusted or otherwise moved, the backfill material around the boxes shall be carefully and thoroughly tamped to assure the 95% relative compaction requirement is met. The City Engineer shall be notified immediately of any such adjustments. Facilities continuous inspection while the work is being done.

41.11 - Layout Lines and Markers - Joints between shall be laid out in alignment with the base base lines as provided in the contract documents, the Contractor shall check base lines as needed, subject to the approval by the City Engineer. Paver patterns shall be aligned accurately parallel or perpendicular to base lines or from the angle called by the pattern for each base line. The pattern shall be checked for accuracy by the City Engineer. The pattern shall be in continuous alignment. Lines of paver joints on both sides of the intersection shall be in continuous alignment or special provisions.

41.12 - Installation of Pavers - In general, paver installation shall begin at the low end of a present installation shall begin at the low point and proceed up grade. Where the grade of the present installation exceeds 4% (4%) present installation shall begin at the low point and proceed up grade.

Bedding sand shall be spread and screeded to the thickness shown on the plans or details but in no case shall be less than 1/2" (12.5 mm) (1/4" inch) thick. The screed shall be set so the surface of the sand is 9/32" (7.1 mm) (3/8 inch) higher than the desired final elevation of paver bottoms to allow for settlement when the pavers are vibrated. Bedding sand shall not be used in fill depressions in the surface of the underlying base. The minimum amount of bedding sand shall be 1/2" (12.5 mm) (1/4" inch) above the base. Bedding sand shall be placed in advance of the paver surfacing. Pavers shall be set. Sand shall be removed and replaced with new sand as required.

When finished concrete pavers are used, pavers are to be selected from at least 5 colors and set by hand to blend color and texture variations. Machine laying may be used for unadvised color sand.

Joint spaces are to be controlled by placing adjacent pavers tight against spacer bars. On cut faces, where there are no paver bars, joint widths shall be 3/16" (4.8 mm) (1/8 inch) for the full width of the paver. Joint widths shall be 3/16" (4.8 mm) (1/8 inch) for the full width of the paver. Care shall be taken to set pavers to any depth the sand base. Joint lines shall be straight in all directions, and enough setting lines shall be used to keep the paver pattern straight and true to layout lines.

Gaps at move edges shall be filled with cut pavers or edge units. Along edges subject to vehicular traffic, cut pavers shall be no smaller than 1/3 of a whole paver. Where thru courses are called for along the edges of sidewalks, minor variations in work width shall be accommodated by laying out the inverse pattern of the work for its widest section and cutting pavers to fit. Where work is less than 1/3 paver (12 feet) in width, the pattern of pavers shall be centered on the work so lengths of cut pavers at the inside edge of thru courses for there are no thru courses, at the outside edges of the work are equal.

Pavers shall be set with a saw through their entire depth. Cuts shall be vertical and free from flares or other obstructions that would interfere with light paver joints or hinder the ability to fill joints with sand. Sawing areas shall be kept clean. New concrete and finished paver surfaces shall be kept free of dirt and grit from setting. The excess where sawing is done shall be cleaned at the rate of eight (8) cubic yards. Sawing grit shall not be retained onto any new concrete or paver surface or into manhole shafts.

Compact pavers and fill joints with sand as soon as possible after laying pavers. Use jaw amplitude, high frequency plate vibrators with a minimum unit (total) compaction force of 13 kN (3000 pounds) for 60 mm thick pavers and 22 kN (5000 pounds) for thicker pavers. No vibrator traffic is to be allowed on pavers before they are fully compacted and their joints filled with joint sand to within 0.9 meter (3 feet) of the laying face.

Completion shall start with at least three complete coverages by a vibrating plate compactor before joint sand is vibrated into the joints. The vibrator shall be used to compact the sand into the joints until the vibrator is completely filled. Remove surplus joint sand by the end of each day. The City Engineer may require additional repetitions of joint filling and compaction or appropriate remedial measures in areas of installed paver that show evidence of inadequate finished or support from below.

Where traffic must be permitted to use an unfinished section of street, protect the laying face at the end of each day by covering it with minimum 1.2 meter (4 feet) wide and 12.5 mm (1/2 inch) thick steel plates, and constant rams to cars and trucks. The plates shall be spaced at intervals that appear to the City Engineer to be disturbed, displaced or otherwise vulnerable for incorporation into the completed interlocking concrete paver surfacing shall be removed and reinstalled at the start of the next day's work. Pavers that must be removed and reinstalled will be paid for only once.

The finished surface of installed and compacted pavers shall not vary more than 10 mm (3/8 inch) from the lower edge of a 3 meter (10 feet) long straightedge.

41.13 - Measurement - Interlocking concrete paver surfacing will be measured by surface area in the units used in the bid schedule, for the volume fluctuations of pavers that are required.

41.14 - Payment - The price paid for interlocking concrete paver surfacing shall include full compensation for the paver, bedding sand, sand strecher, work, equipment and materials for setting, surfacing, compacting and joint filling, complete and in place as specified.

41.15 - Street Cuts and Utilities for Interlocking Concrete Paver Surfacing - When work, removed and reinstallation of pavers shall be performed only by persons with experience in paver installation.

The area of finished concrete paver surfacing shall be marked out with a non-staining marker such as lumber crayon. Paint shall not be used to mark marks on paver surfaces. Except in the case of an emergency when the City Engineer can not be reached, the area marked for removal shall be approved and approved by the City Engineer before any removal work is done. As part of the inspection the City Engineer shall determine the quantity of suitable manufactured edge restraint at the job site to hold remaining pavers in place.

The first paver shall be removed by carefully prying it from its place. If the paver is not broken to lightly pry one foot, the paver shall be removed. The removed paver shall be cleaned of all mortar and sand. The removed pavers shall be carefully handled and set aside for reinstallation. As the hole is filled to hold lines of paver edges in place.

Before starting to install pavers, all of the bedding sand shall be removed. The base shall be compacted to 95% relative compaction, brought to the same grade as the original base and finished to the tolerance called for in Section 41.10 of these specifications. New undercut sand shall be used. If the bedding sand shows the signs of the original base, the bedding sand shall be removed and replaced with a second set 6 to 12 mm (1/4 to 1/2 inch) lighter in the center than at the edges to put a slight crown in the finished patch.

When sand compaction is required, the paver shall be laid on a lower than normal 3 mm (1/8 inch) lighter from undisturbed pavers. Layout, joint size, straightness of joints, setting, compacting and filling joints with joint sand shall conform to these specifications for new installations.

COLMA ESTATES CONSTRUCTION NOTES 3

Developer: B Street Colma LLC
Dan Teal
555 California St., Suite 4925
San Francisco, CA 94104
(415) 695-1071

DATE	December 6, 2011
DESIGNER	LA
CHECKER	LA
PROJECT	LA
REV.	14-05



CSI Engineering
77 Solano Square #205
Berkeley, CA 94710
(707) 593-9572

NO.	DATE	BY	CHK	DATE	REVISIONS

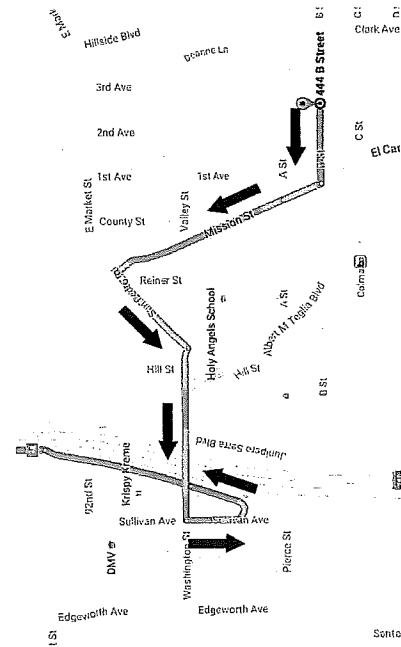
TOWN OF COLMA TRUCK ROUTE ORDINANCE

§ 63.060 TRUCK TRAFFIC ON F STREET AND OLIVET PARKWAY.
 (A) NO PERSON, FIRM, OR CORPORATION SHALL OPERATE ANY TRUCK HAVING A GROSS WEIGHT IN EXCESS OF THREE (3) TONS ON F STREET OR OLIVET PARKWAY IN THE TOWN OF COLMA. THIS PROHIBITION SHALL BE SUBJECT ONLY TO THE EXCEPTIONS PROVIDED IN SECTION 6.03.080.

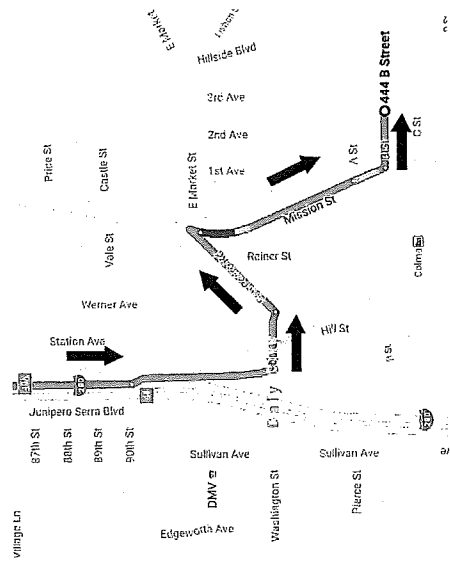
§ 63.070 TRUCK ROUTES.
 THE FOLLOWING STREETS ARE HEREBY DECLARED TO BE TRUCK TRAFFIC ROUTES FOR THE MOVING OF VEHICLES EXCEEDING A MINIMUM GROSS WEIGHT OF THREE (3) TONS (HEREINAFTER CALLED "TRUCKS").

- (A) ALL OF EL CAMINO REAL WITHIN THE CORPORATE LIMITS OF THE TOWN OF COLMA;
- (B) ALL OF JUNIPERO SERRA BOULEVARD WITHIN THE CORPORATE LIMITS OF THE TOWN OF COLMA;
- (C) ALL OF HILLSIDE BOULEVARD WITHIN THE CORPORATE LIMITS OF THE TOWN OF COLMA;
- (D) ALL OF A STREET BETWEEN HILLSIDE BOULEVARD AND EL CAMINO REAL, ALSO KNOWN AS MISSION STREET;
- (E) ALL OF MARKET STREET BETWEEN HILLSIDE BOULEVARD AND EL CAMINO REAL, ALSO KNOWN AS MISSION STREET;
- (F) ALL OF EL CAMINO REAL AND MISSION STREET TO THE JUNCTURE THEREOF WITH ANY OF THE STREETS MENTIONED IN SUBPARAGRAPHS (D) AND (E) ABOVE;
- (G) ALL OF JUNIPERO SERRA BOULEVARD IN AND ADJACENT TO THE TOWN OF COLMA;
- (H) ALL OF HILLSIDE BOULEVARD TO THE JUNCTURE THEREOF WITH ANY OF THE STREETS MENTIONED IN SUBPARAGRAPHS (D) AND (E) ABOVE;
- (I) ALL STREETS IN THE TOWN OF COLMA, EXCEPT F STREET AND OLIVET PARKWAY.

§ 63.080 APPLICATION OF REGULATIONS.
 ALL TRUCKS WITHIN THE CITY SHALL BE OPERATED ONLY OVER AND ALONG THE TRUCK ROUTES ESTABLISHED IN SECTION 6.322 AND ON THE OTHER DESIGNATED STREETS OVER WHICH TRUCK TRAVEL IS PERMITTED. RULES OF THE ROAD COLMA MUNICIPAL CODE (OCTOBER 2012) PAGE 6.03-4



TRUCK ROUTE - FROM SITE



TRUCK ROUTE - TO SITE

- (A) OPERATION ON STREET OF DESTINATION, THE OPERATION OF TRUCKS ON ANY STREET WHERE NECESSARY TO THE CONDUCT OF BUSINESS AT A DESTINATION POINT, PROVIDED STREETS UPON WHICH SUCH TRAFFIC IS PERMITTED ARE USED UNTIL REACHING THE INTERSECTION NEAREST THE DESTINATION POINT.
- (B) EMERGENCY VEHICLES, THE OPERATION OF EMERGENCY VEHICLES UPON ANY STREET IN THE CITY.
- (C) PUBLIC UTILITIES, THE OPERATION OF ANY VEHICLES OWNED BY A PUBLIC UTILITY OR A LICENSED CONTRACTOR, WHILE NECESSARY IN USE IN THE CONSTRUCTION, INSTALLATION OR REPAIR OF ANY PART OF THE UTILITY OR THE CONSTRUCTION OF STREETS OR STREET IMPROVEMENTS WITHIN THE CITY.
- (D) DETOURED TRUCKS, THE OPERATION OF TRUCKS UPON ANY OFFICIALLY ESTABLISHED DETOUR IN ANY CASE WHERE SUCH TRUCK COULD LAWFULLY BE OPERATED UPON THE STREET FOR WHICH SUCH DETOUR IS ESTABLISHED.
- (E) THE OPERATION OF COMMERCIAL VEHICLES COMING FROM AN UNRESTRICTED STREET HAVING INGRESS AND EGRESS BY DIRECT ROUTE TO AND FROM ANY RESTRICTED STREET, WHEN NECESSARY, FOR THE PURPOSE OF MAKING PICK-UPS OR DELIVERIES OF GOODS, WARES, OR MERCHANDISE FROM OR TO ANY RESTRICTED STREET, OR FOR THE PURPOSE OF DELIVERING MATERIALS TO BE USED IN THE ACTUAL AND BONA FIDE REPAIR, ALTERATION, REMODELING OR CONSTRUCTION OF ANY BUILDING OR STRUCTURE UPON THE RESTRICTED STREET FOR WHICH A BUILDING PERMIT HAS PREVIOUSLY BEEN OBTAINED.
- (F) THE OPERATION OF ANY VEHICLE WHICH IS SUBJECT TO THE PROVISIONS OF SECTION 1031 TO 1036, INCLUSIVE, OF THE PUBLIC UTILITIES CODE.

TRUCK TRAFFIC WITH INSIDE ORIGIN.

- (A) INSIDE DESTINATION POINT. ALL TRUCKS ENTERING CITY FOR A DESTINATION POINT IN THE CITY SHALL PROCEED ONLY OVER AN ESTABLISHED TRUCK ROUTE AND SHALL DEVIATE ONLY AT THE INTERSECTION WITH THE STREET, UPON WHICH SUCH TRAFFIC IS PERMITTED, NEAREST TO THE DESTINATION POINT, UPON LEAVING THE DESTINATION POINT, A DEVIATING TRUCK SHALL RETURN TO THE TRUCK ROUTE BY THE SHORTEST PERMISSIBLE ROUTE.
- (B) MULTIPLE INSIDE DESTINATION POINTS. ALL TRUCKS ENTERING THE CITY FOR MULTIPLE DESTINATION POINTS SHALL PROCEED ONLY OVER ESTABLISHED TRUCK ROUTES AND SHALL DEVIATE ONLY AT THE INTERSECTION WITH THE STREET, UPON WHICH SUCH TRAFFIC IS PERMITTED, NEAREST TO THE FIRST DESTINATION POINT. UPON LEAVING THIS DESTINATION POINT, A DEVIATING TRUCK SHALL PROCEED ONLY OVER ESTABLISHED TRUCK ROUTES IN EITHER DIRECTION AND ONLY OVER STREETS UPON WHICH SUCH TRAFFIC IS PERMITTED. UPON LEAVING THE LAST DESTINATION POINT, A DEVIATING TRUCK SHALL RETURN TO THE TRUCK ROUTE BY THE SHORTEST PERMISSIBLE ROUTE.
- (C) OUTSIDE DESTINATION POINT. ALL TRUCKS, ON A TRIP ORIGINATING IN THE CITY AND TRAVELING IN THE CITY FOR A DESTINATION POINT OUTSIDE THE CITY, SHALL PROCEED BY THE SHORTEST DIRECTION OVER STREETS ON WHICH SUCH TRAFFIC IS PERMITTED TO A TRUCK ROUTE AS HEREIN ESTABLISHED.
- (D) INSIDE DESTINATION POINTS. ALL TRUCKS, ON A TRIP ORIGINATING IN THE CITY AND TRAVELING IN THE CITY FOR DESTINATION POINTS IN THE CITY, SHALL PROCEED ONLY OVER STREETS UPON WHICH SUCH TRAFFIC IS PERMITTED.

§ 63.100 TRUCK TRAFFIC WITH INSIDE ORIGIN.

- (A) INSIDE DESTINATION POINT. ALL TRUCKS ENTERING CITY FOR A DESTINATION POINT IN THE CITY SHALL PROCEED ONLY OVER AN ESTABLISHED TRUCK ROUTE AND SHALL DEVIATE ONLY AT THE INTERSECTION WITH THE STREET, UPON WHICH SUCH TRAFFIC IS PERMITTED, NEAREST TO THE DESTINATION POINT, UPON LEAVING THE DESTINATION POINT, A DEVIATING TRUCK SHALL RETURN TO THE TRUCK ROUTE BY THE SHORTEST PERMISSIBLE ROUTE.
- (B) MULTIPLE INSIDE DESTINATION POINTS. ALL TRUCKS ENTERING THE CITY FOR MULTIPLE DESTINATION POINTS SHALL PROCEED ONLY OVER ESTABLISHED TRUCK ROUTES AND SHALL DEVIATE ONLY AT THE INTERSECTION WITH THE STREET, UPON WHICH SUCH TRAFFIC IS PERMITTED, NEAREST TO THE FIRST DESTINATION POINT. UPON LEAVING THIS DESTINATION POINT, A DEVIATING TRUCK SHALL PROCEED ONLY OVER ESTABLISHED TRUCK ROUTES IN EITHER DIRECTION AND ONLY OVER STREETS UPON WHICH SUCH TRAFFIC IS PERMITTED. UPON LEAVING THE LAST DESTINATION POINT, A DEVIATING TRUCK SHALL RETURN TO THE TRUCK ROUTE BY THE SHORTEST PERMISSIBLE ROUTE.
- (C) OUTSIDE DESTINATION POINT. ALL TRUCKS, ON A TRIP ORIGINATING IN THE CITY AND TRAVELING IN THE CITY FOR A DESTINATION POINT OUTSIDE THE CITY, SHALL PROCEED BY THE SHORTEST DIRECTION OVER STREETS ON WHICH SUCH TRAFFIC IS PERMITTED TO A TRUCK ROUTE AS HEREIN ESTABLISHED.
- (D) INSIDE DESTINATION POINTS. ALL TRUCKS, ON A TRIP ORIGINATING IN THE CITY AND TRAVELING IN THE CITY FOR DESTINATION POINTS IN THE CITY, SHALL PROCEED ONLY OVER STREETS UPON WHICH SUCH TRAFFIC IS PERMITTED.

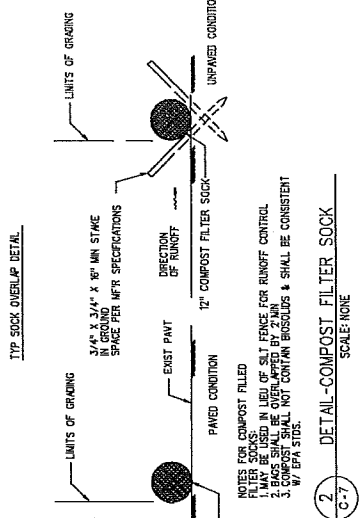
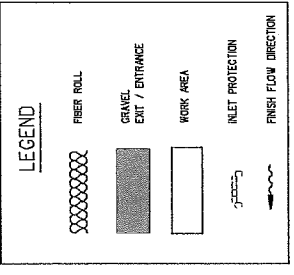
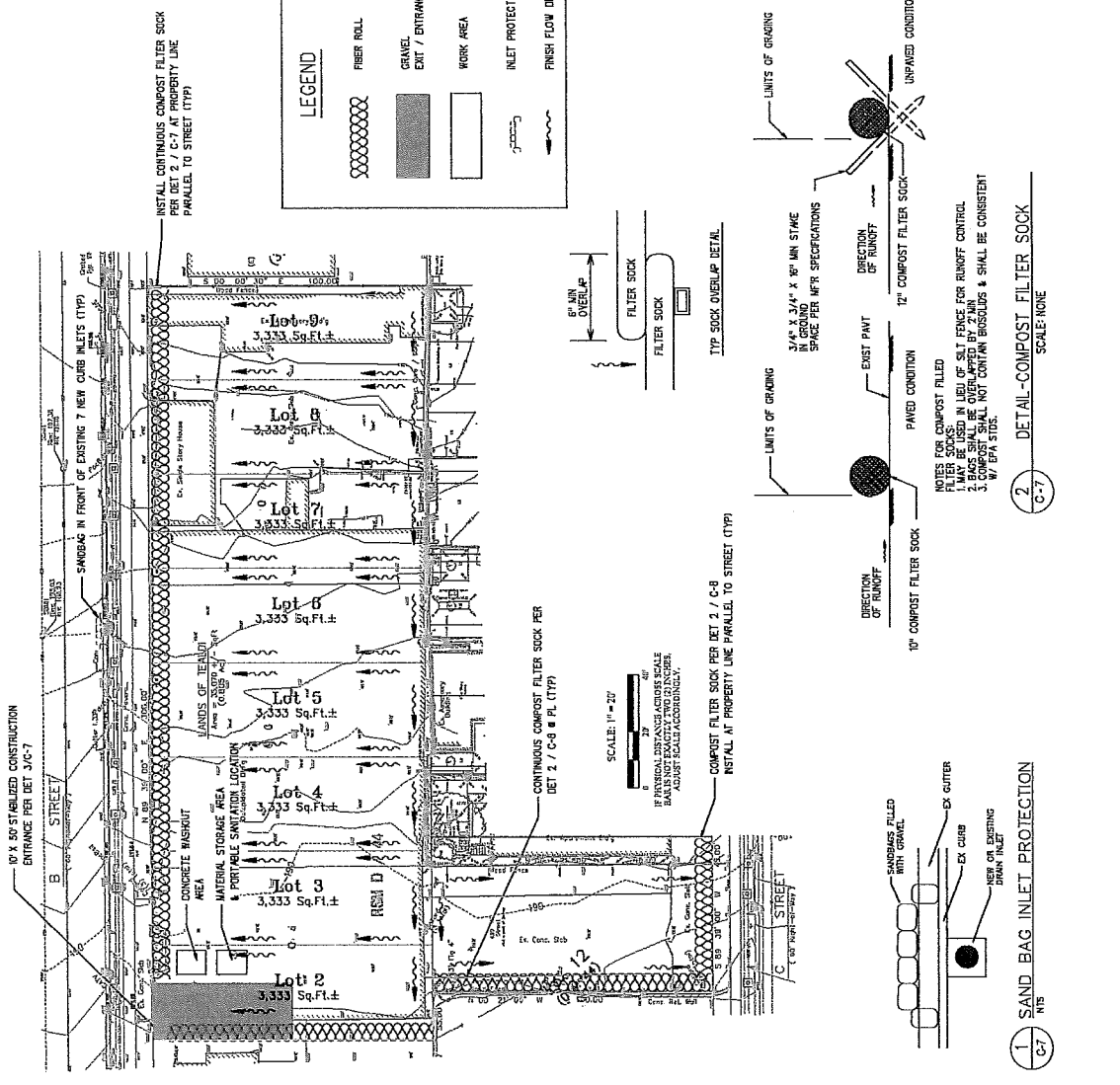
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DRAFT - NOT FOR CONSTRUCTION

		Developer: B Street Colma LLC Dan Tealdi 555 California St, Suite 4925 San Francisco, CA 94104 (415) 565-1871	
Date: December 6, 2018 Scale: Author: Designer: Checker: Pkg. Date: P/N:	15' = 1"	15' = 1"	15' = 1"
BY: _____ DATE: _____ DWG: _____ TCC: _____	REVISIONS: _____	CSI Engineering 77 Solano Square #283 Berkeley, CA 94710 (707) 562-8612	COLMA ESTATES TRUCK ROUTE PLAN
SHEET C-5 OF 16 SHEETS PV PROJECT #			

EROSION CONTROL NOTES

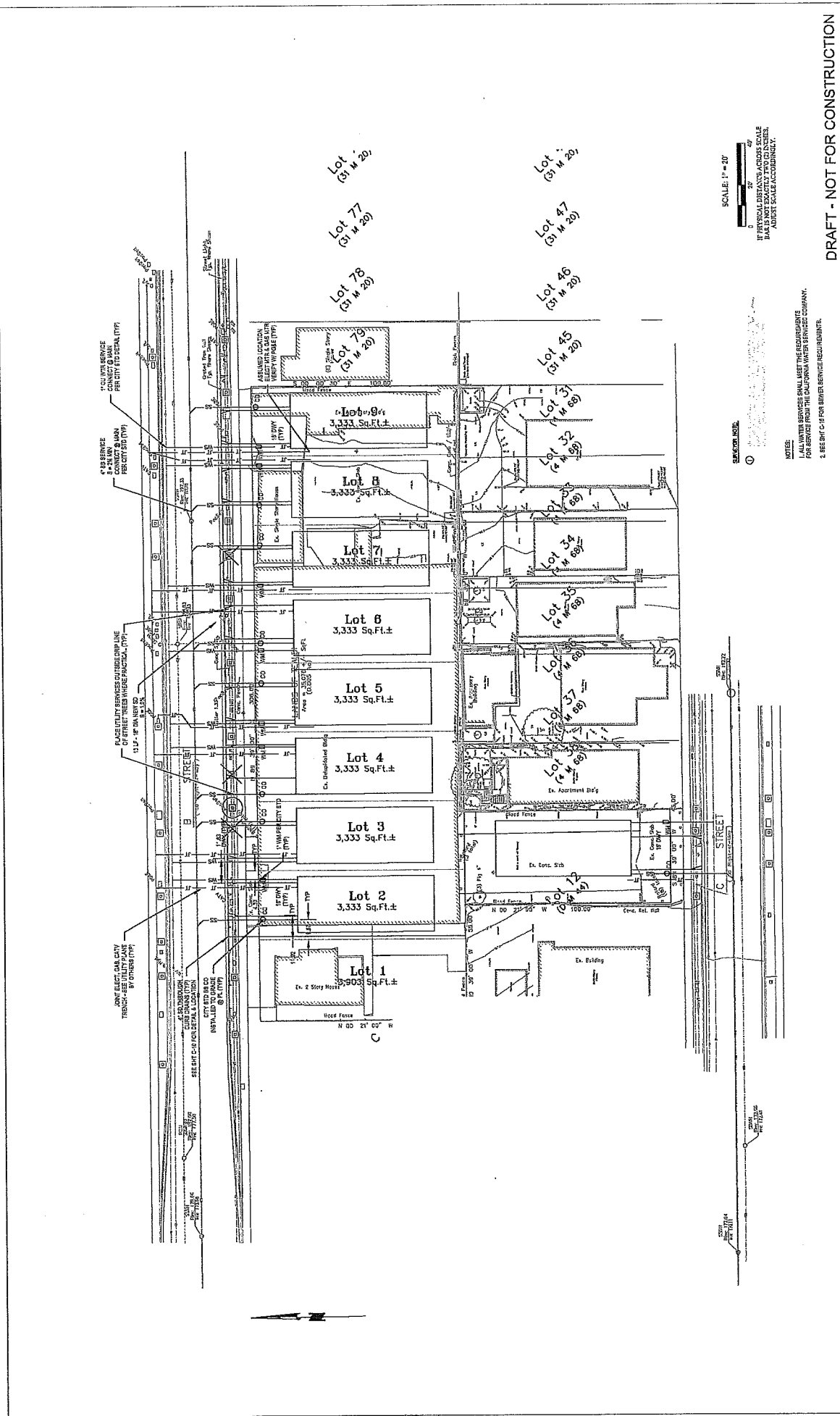
- TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED UPON COMPLETION OF THE WORK. THE WORK SHALL BE TOOK CARE TO MAINTAIN THE INSPECTION 50' DIRECTS AS THE WORK PROGRESSES.
- ALL LOOSE SOIL AND DEBRIS SHALL BE REMOVED FROM THE STREET UPON STARTING OF THE WORK. ALL STREETS SHALL BE CLEANED DAILY.
- AFTER STORM AND UTILITY TRENCHES ARE BACKFILLED AND COMPACTED, THE SURFACES OF SUCH TRENCHES SHALL BE MAINTAINED SUFFICIENTLY TO PREVENT EROSION. STORM AND UTILITY TRENCHES SHALL BE MAINTAINED AT FREQUENT INTERVALS WHERE TRENCHES ARE NOT ON THE CONTIGUOUS OR A CHANGING STREET.
- EXCEPT AS OTHERWISE DIRECTED BY THE INSPECTOR, ALL DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY.
- ALL DEBRIS AND SILT SHALL BE REMOVED WITHIN TWENTY-FOUR (24) HOURS AFTER EACH STORM IN ALL BASINS.
- CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN TO MEET FIELD CONDITIONS WILL BE MADE ONLY WITH THE APPROVAL OF THE INSPECTOR OR THE AGENT FOR THE RESPONSIBLE PARTY.
- ALL PAVED AREAS SHALL BE PROTECTED FROM DAMAGE BY STORM WATER. THE SITE SHALL BE PROTECTED FROM DAMAGE BY STORM WATER. STORM DRAINAGE SHALL NOT ENTER THE STORM DRAINAGE SYSTEM ALL YEAR.
- AS STORM DRAIN IMPROVEMENTS ARE CONSTRUCTED, ALL STRUCTURES AND INLET PERMANENTS SHALL BE PROTECTED FROM INLET BY SILT BACKS AND SAND BAGS.
- CONTRACTOR SHALL HAVE TOOLS, EQUIPMENT, AND MATERIALS TO PROVIDE EROSION CONTROL MEASURES NECESSARY BY A CONSTRUCTION OPERATOR ON THE JOB SITE BEFORE BEGINNING THAT OPERATION.
- ON A DAILY BASIS, ALL DEVICES SHALL BE PROTECTED FROM STORM WATER, MUD, SILT, ETC.
- DUST CONTROL SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION. THE CONTRACTOR, WHEN USE OF HIS SUBCONTRACTOR ARE NECESSARY, SHALL BE RESPONSIBLE FOR THE DUST CONTROL. MEASURES SHALL BE TAKEN TO AVOID THE DISBURSAL OF DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE ROADWAY. THIS DUST CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THIS DUST CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THIS DUST CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THIS DUST CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- DRAIN INLETS ON PUBLIC STREETS MUST BE PROTECTED WITH TRAFFIC MATED SILT BAGS OR EQUAL.
- MARK ALL STORM DRAINS WITH DISTINCT APPROVED MARKERS.



3 STABILIZED CONSTRUCTION ENTRANCE
NITE

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SHEET C-7 of 18 SHEETS
PW PROJECT #



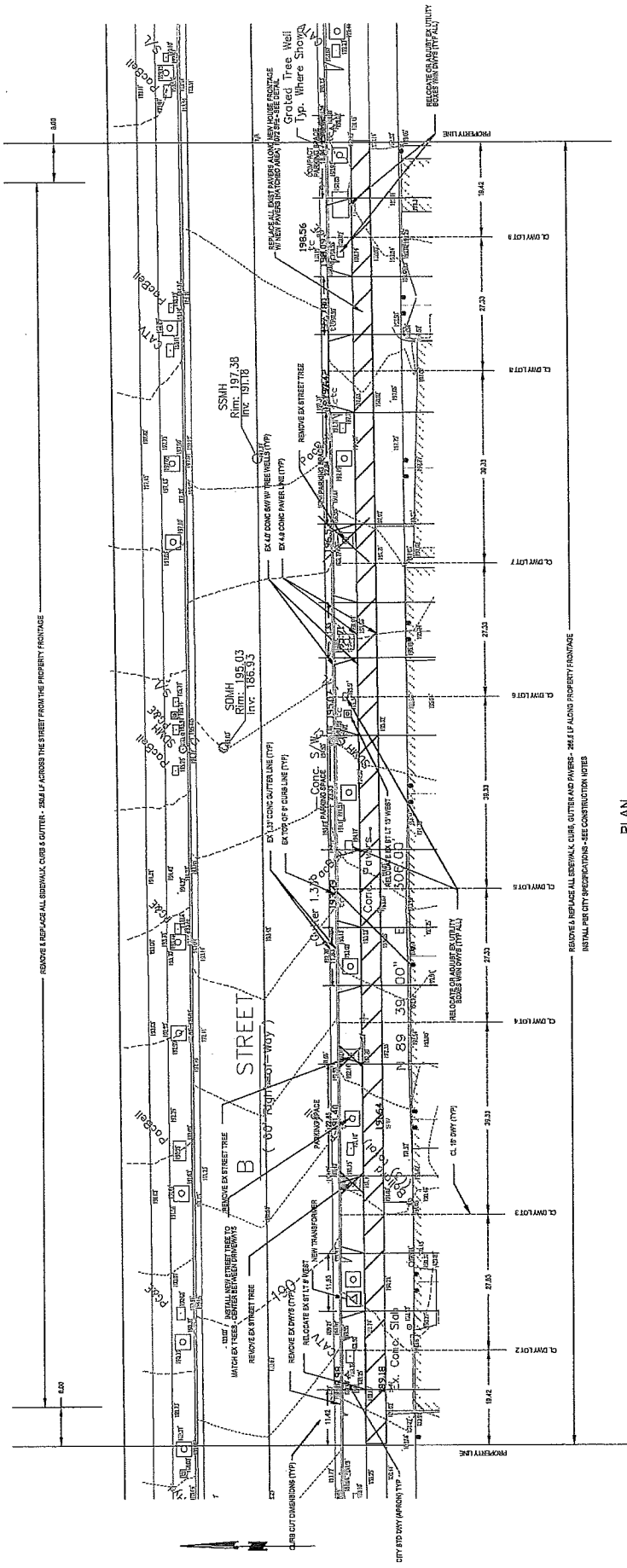
SCALE: 1" = 20'

SECTION LINE

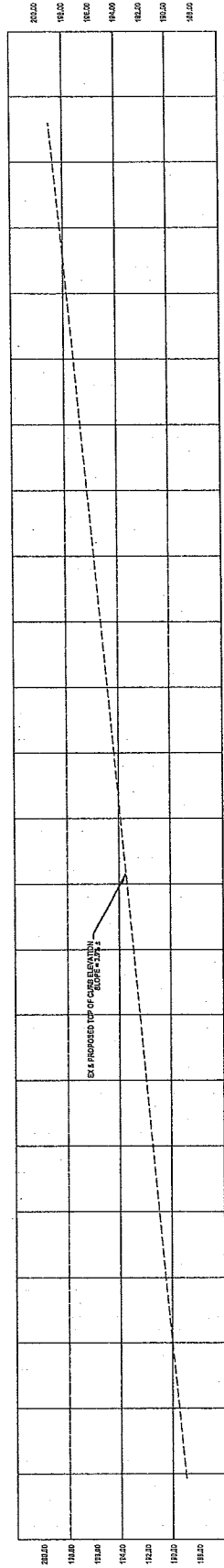
NOTES:
 1. ALL WATER SERVICES SHALL MEET THE REQUIREMENTS FOR SERVICE FROM THE CALIFORNIA WATER SERVICES COMPANY.
 2. SEE SHEET C-10 FOR WATER SERVICE REQUIREMENTS.

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SHEET C-8 OF 18 SHEETS PW PROJECT #			
COLMA ESTATES UTILITY PLAN			
Developer: B Street Colma LLC Dan Tealdi 555 California St, Suite 4925 San Francisco, CA 94104 (415) 959-1871			
Date: December 5, 2018 Scale: 1" = 20' Drawn: [Signature] Checked: [Signature] Project No: 18-05 Pric: 15-45			
CSI Engineering 77 Solano Square #203 Berkeley, CA 94710 (707) 563-8612			
BY	DATE	DATE	REVISIONS



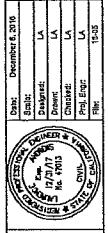
PLAN
SCALE: 1" = 10' (N)



PROFILE
SCALE: 1" = 10' (N)

TYPICAL HOUSE PLOT PLAN
MIS

BY	DATE	NO.	DATE	REVISIONS



CSI Engineering
77 Solano Square #280
Berinda, CA 94510
(707) 553-5672

Developer: B Street Colma LLC
Dan Tealdi
555 California St, Suite 4025
San Francisco, CA 94104
(415) 558-1871

COLMA ESTATES
B STREET IMPROVEMENT PLAN & PROFILE

SHEET
C-9
OF 16 SHEETS
PW PROJECT #

DRAFT - NOT FOR CONSTRUCTION

WATER POLLUTION AND GOOD HOUSEKEEPING NOTES

1. MATERIALS POLLUTION PREVENTION PLAN.
 - A. APPLICABLE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ON-SITE DURING CONSTRUCTION. OTHER MATERIALS AND SUBSTANCES NOT LISTED BELOW SHALL BE ADDED TO THE INVENTORY.

CONCRETE	PETROLEUM BASED PRODUCTS
DETERGENTS	CLEANING SOLVENTS
PAINTS (ENAMEL AND LATEX)	WOOD
METAL STUDS	MASONRY BLOCK
 - B. MATERIAL MANAGEMENT PRACTICES SHALL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER MATERIALS RELEASE. AN EFFORT SHALL BE MADE TO STORE ONLY ENOUGH PRODUCT AS IS REQUIRED TO DO THE JOB.
 - C. ALL MATERIALS STORED ON-SITE SHALL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS.
 - D. PRODUCTS SHALL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.
 - E. SUBSTANCES SHALL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
 - F. WHENEVER POSSIBLE, A PRODUCT SHALL BE USED UP COMPLETELY BEFORE DISPOSING OF THE CONTAINER.
 - G. MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL SHALL BE FOLLOWED.
 - H. THE CONTRACTOR SHALL CONDUCT INSPECTIONS TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ON-SITE.
2. ON-SITE AND OFF-SITE PRODUCTS SPECIFIC PLAN
 - A. THE FOLLOWING PRODUCT SPECIFIC PRACTICES SHALL BE FOLLOWED ON-SITE.
 - 1) PETROLEUM BASED PRODUCTS: ALL ON-SITE VEHICLES SHALL BE MONITORED FOR LEAKS AND PROTECTIVE MEASURES SHALL BE TAKEN TO PREVENT FUEL SPILLS. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCE USED ON-SITE SHALL BE PULLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION.
 - 2) PAINTS: ALL CONTAINERS SHALL BE TIGHTLY SEALED AND STORED WHEN NOT IN USE. USED PAINTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. USED PAINTS SHALL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.

EROSION CONTROL BEST MANAGEMENT PRACTICES

YES	NO	BMP NO.	TITLE
<input type="checkbox"/>	<input type="checkbox"/>	C-1	SCHEDULING
<input type="checkbox"/>	<input type="checkbox"/>	C-2	MAINTAIN EXISTING VEGETATION
<input type="checkbox"/>	<input type="checkbox"/>	C-3	LOCATION OF POTENTIAL SOURCES OF SEDIMENTATION
<input type="checkbox"/>	<input type="checkbox"/>	C-4	EARTH COVER
<input type="checkbox"/>	<input type="checkbox"/>	C-5	TEMPORARY DRAINS AND SWALES
<input type="checkbox"/>	<input type="checkbox"/>	C-6	TURF GRASS MANAGEMENT
<input type="checkbox"/>	<input type="checkbox"/>	C-7	GEOTEXTILES AND MATS
<input type="checkbox"/>	<input type="checkbox"/>	C-8	SEEDING AND PLANTING

SEDIMENT CONTROL BEST MANAGEMENT PRACTICES

YES	NO	BMP NO.	TITLE
<input type="checkbox"/>	<input type="checkbox"/>	C-9	STABILIZED CONSTRUCTION ENTRANCE
<input type="checkbox"/>	<input type="checkbox"/>	C-10	SAND BAG BARRIER
<input type="checkbox"/>	<input type="checkbox"/>	C-11	BRUSH OR ROCK FILTER
<input type="checkbox"/>	<input type="checkbox"/>	C-12	STORM DRAIN INLET PROTECTION
<input type="checkbox"/>	<input type="checkbox"/>	C-13	SEDIMENT TRAP
<input type="checkbox"/>	<input type="checkbox"/>	C-14	SPILL TRAY

TRACKING CONTROL BEST MANAGEMENT PRACTICES



YES	NO	BMP NO.	TITLE
<input type="checkbox"/>	<input type="checkbox"/>	C-15	STABILIZED CONSTRUCTION ENTRANCE
<input type="checkbox"/>	<input type="checkbox"/>	C-16	CONSTRUCTION ROAD STABILIZATION

POTENTIAL POLLUTANT CONTROL BEST MANAGEMENT PRACTICES

YES	NO	BMP NO.	TITLE
<input type="checkbox"/>	<input type="checkbox"/>	C-17	DEWATERING OPERATIONS
<input type="checkbox"/>	<input type="checkbox"/>	C-18	PAVING OPERATIONS
<input type="checkbox"/>	<input type="checkbox"/>	C-19	PAVING OPERATIONS - SPALLS AND PATCHES
<input type="checkbox"/>	<input type="checkbox"/>	C-20	VEHICLE AND EQUIPMENT CLEANING
<input type="checkbox"/>	<input type="checkbox"/>	C-21	VEHICLE AND EQUIPMENT REWELING
<input type="checkbox"/>	<input type="checkbox"/>	C-22	VEHICLE AND EQUIPMENT MAINTENANCE
<input type="checkbox"/>	<input type="checkbox"/>	C-23	EMPLOYEE TRAINING

POTENTIAL POLLUTANT CONTROL BEST MANAGEMENT PRACTICES

YES	NO	BMP NO.	TITLE
<input type="checkbox"/>	<input type="checkbox"/>	C-24	WATERAL DELIVERY AND STORAGE
<input type="checkbox"/>	<input type="checkbox"/>	C-25	PROTECTION OF STOCKPILES
<input type="checkbox"/>	<input type="checkbox"/>	C-26	SOLID WASTE MANAGEMENT - HAZARDOUS WASTE
<input type="checkbox"/>	<input type="checkbox"/>	C-27	SOLID WASTE MANAGEMENT - DEBRIS
<input type="checkbox"/>	<input type="checkbox"/>	C-28	LIQUID WASTE MANAGEMENT - OIL
<input type="checkbox"/>	<input type="checkbox"/>	C-29	LIQUID WASTE MANAGEMENT - OTHER
<input type="checkbox"/>	<input type="checkbox"/>	C-30	SANITARY SEPTIC WASTE MANAGEMENT
<input type="checkbox"/>	<input type="checkbox"/>	C-31	SPILL PREVENTION AND CONTROL
<input type="checkbox"/>	<input type="checkbox"/>	C-32	SPILL RESPONSE PRACTICES

BY	DATE	REV	DATE	REVISIONS		SHEET C-11	OF 19 SHEETS
▲					CSI Engineering 77 Solano Square #283 Berkeley, CA 94710 (707) 552-9612	COLMA ESTATES STORM WATER PLAN	PW PROJECT #
▲						Developer: B Street Colma LLC Dan Tsalki 555 California St, Suite 4925 San Francisco, CA 94104 (415) 698-1871	
▲							

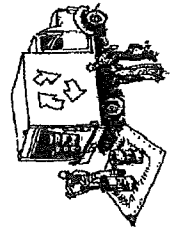
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Construction Best Management Practices (BMPs)

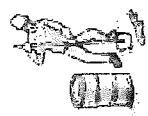
Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



- Non-Hazardous Materials**
- Burn and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
 - Use (but don't overuse) reclaimed water for dust control.
- Hazardous Materials**
- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
 - Store hazardous materials and wastes in water-tight containers, store in appropriate areas and use them as soon as possible.
 - 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.
 - Arrange for appropriate disposal of all hazardous wastes.

Equipment Management & Spill Control



- Maintenance and Spill Control**
- Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
 - Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
 - If refueling or vehicle maintenance must be done onsite, work in a bonded area away from storm drains.
 - Recycle or dispose of fluids as hazardous waste.
 - If vehicle or equipment cleaning must be done onsite, clean with water only in a bonded area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
 - Do not clean vehicle or equipment onsite using solvents, degreasers, or steam cleaning equipment.
- Spill Prevention and Control**
- Keep spill cleanup materials (e.g., rags, absorbents and oil spill kits) available at the construction site at all times.
 - Inspect vehicles and equipment frequently for and report leaks.
 - Use drip pans to catch leaks.
 - Clean up spills or leaks immediately and dispose of cleanup materials properly.
 - Do not hose down surfaces where fluids have spilled.
 - Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
 - Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
 - Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
 - Report significant spills immediately. You are required by law to report significant spills to the State Office of Emergency Services (SOES) or your local emergency response number; 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving



- Schedule grading and excavation work during dry weather.
 - Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber mats) until vegetation is established.
 - Remove existing vegetation only when absolutely necessary, and seed or plant immediately.
 - Re-vegetate or reseed immediately or before construction is not immediately planned.
 - Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage canyons by installing and maintaining appropriate BMPs, such as filter socks, silt fences, sediment basins, and silt traps.
 - Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.
- Contaminated Soils**
- If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Buried barrels, debris, or mats.

Paving/Asphalt Work



- Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from washing away.
 - Cover storm drain inlets and manholes with filter socks, etc.
 - Collect and recycle or appropriately dispose of seal coat, excess asphalt, and sealant.
 - Do not use water to wash down fresh asphalt concrete pavement.
- Sawcutting & Asphalt/Concrete Removal**
- Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
 - Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as possible.
 - If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



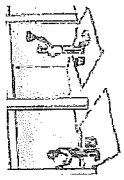
- Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- Wash out concrete equipment/trucks outside of the water table flow into temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- When washing exposed aggregate, precast concrete, block walls and vacuum gutters, hose wastewater onto dirt areas or drain onto a bonded surface to be pumped and disposed of properly.

Landscaping



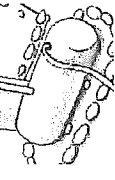
- Protect stockpiled landscaping materials from wind and rain by storing them under impervious cover.
- Store bagged material on pallets and cover.
- Discourage application of any erodible landscaping material within 2 days before forecast rain event or during wet weather.

Painting & Paint Removal



- Paints Cleanup and Removal**
- Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
 - For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
 - For oil-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
 - Use proper containers. Filter and reuse liquids as hazardous waste.
 - Thin chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
 - Clean paint stripping solvents, thinners, and chips containing lead, mercury, or chromium must be disposed of as hazardous waste. Lead based paint removal requires a specialized contractor.

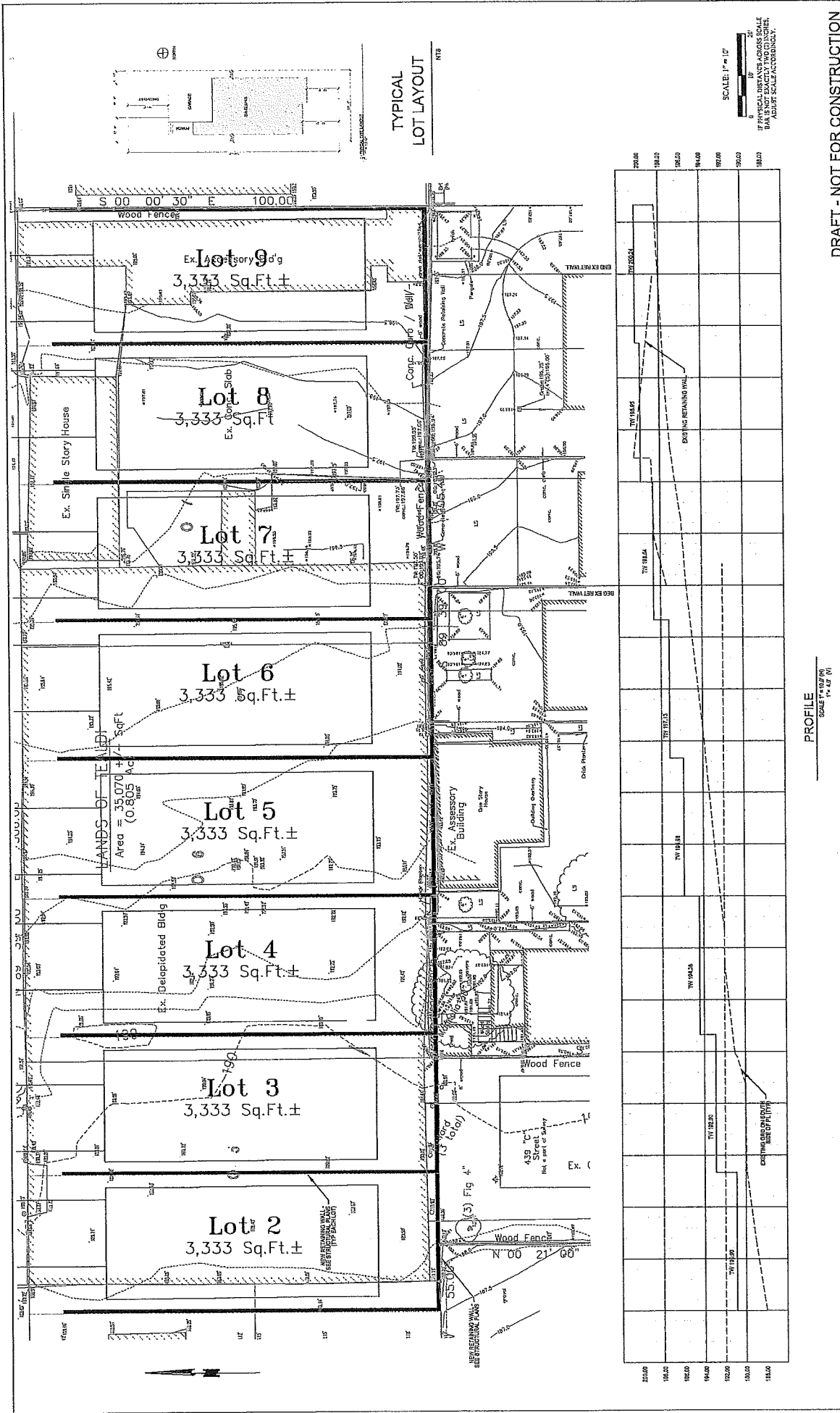
Dewatering



- Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If not, use a pump-out station to collect your liquid wastewater (sewage) that can be treated from all disturbed areas.
- When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion may be required.
- In areas where dewatering is suspected, determine whether the ground water must be tested. Pumped groundwater may need to be collected and landfilled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!

<p>BY: _____ DATE: _____</p> <p>DATE: _____ TIME: _____</p>		<p>REVISIONS</p>										
<p>CSI Engineering 77 Sano Square #203 Berkeley, CA 94610 (925) 863-8612</p>												
<p>Developer: B Street Colima LLC Dan Tealdi 555 California St. Suite 4825 San Francisco, CA 94104 (415) 655-1871</p>												
<p>DATE: December 2, 2016</p> <table border="1"> <tr> <td>DESIGNED</td> <td>LA</td> </tr> <tr> <td>CHECKED</td> <td>LA</td> </tr> <tr> <td>DRAWN</td> <td>LA</td> </tr> <tr> <td>PROJECT ENGINEER</td> <td>LA</td> </tr> <tr> <td>DATE</td> <td>9-28</td> </tr> </table>			DESIGNED	LA	CHECKED	LA	DRAWN	LA	PROJECT ENGINEER	LA	DATE	9-28
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DRAWN	LA											
PROJECT ENGINEER	LA											
DATE	9-28											
<p>BHEET C-12 of 16 SHEETS PROJECT #</p>												
<p>DRAFT - NOT FOR CONSTRUCTION</p>												
<p>COLMA ESTATES COUNTY-WIDE CONSTRUCTION BMPs</p>												



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SHEET
C-13
of 15 SHEETS
PW PROJECT #

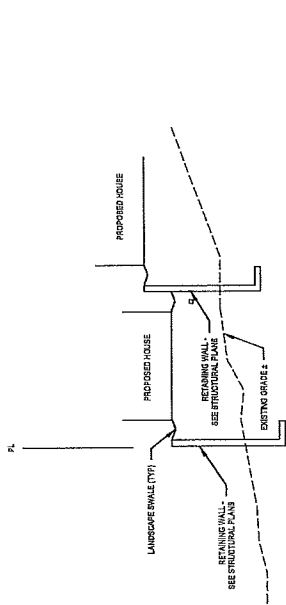
COLMA ESTATES
REAR PROPERTY LINE WALL PLAN & PROFILE

Developer: B Street Colma LLC
Dan Tealdi
555 California St, Suite 4825
San Francisco, CA 94104
(415) 589-1871

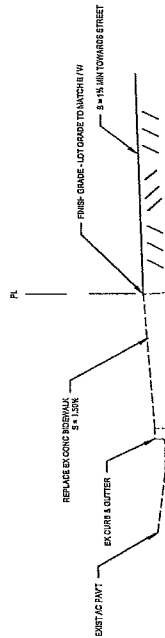
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BY:	LA
CHECKED:	LA
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PROJ. ENG.:	LA
DATE:	12/6/16

CSI Engineering
77 Solano Square #283
Berkeley, CA 94610
(707) 582-8512

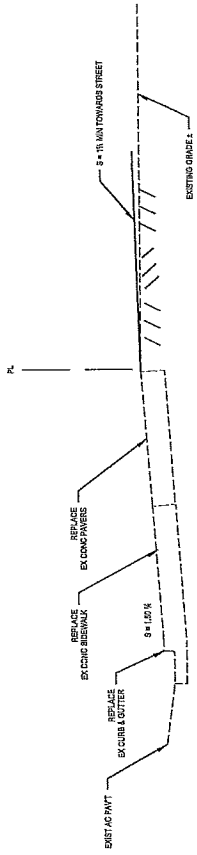
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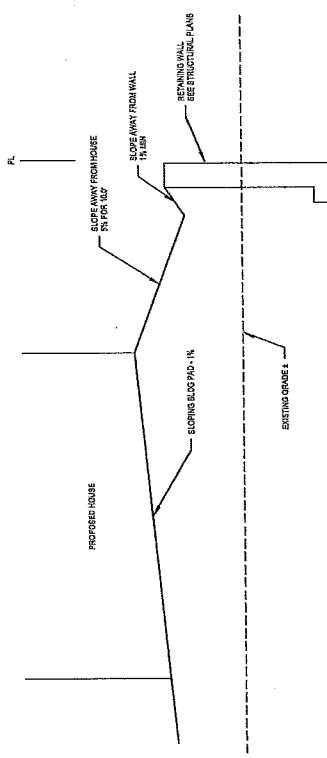
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TYPICAL GRADING SECTION
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3
C-14
TYPICAL GRADING SECTION
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C-14
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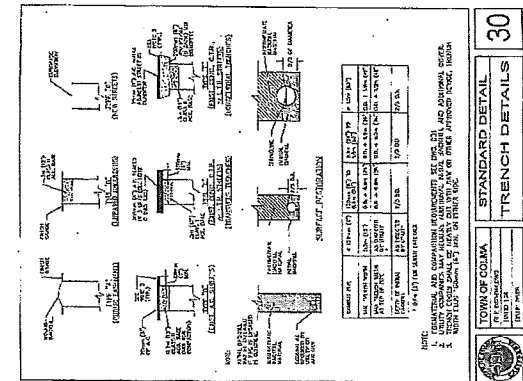


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C-14
TYPICAL GRADING SECTION
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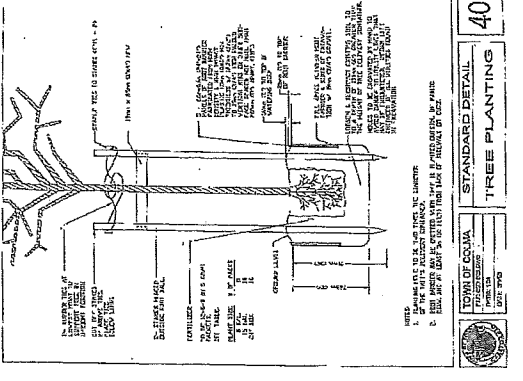
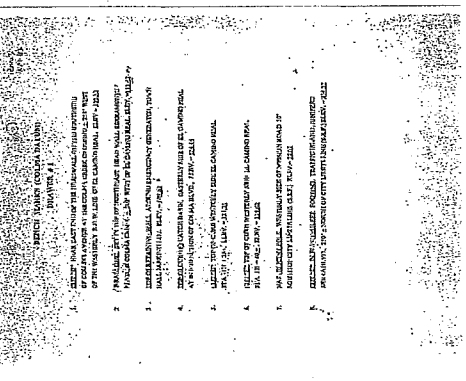
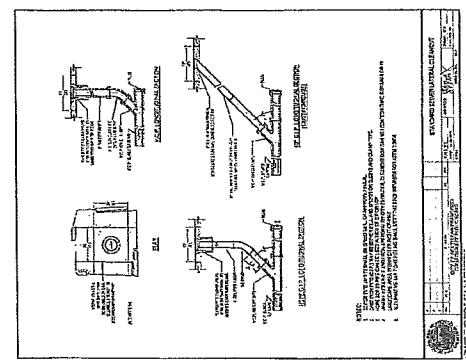
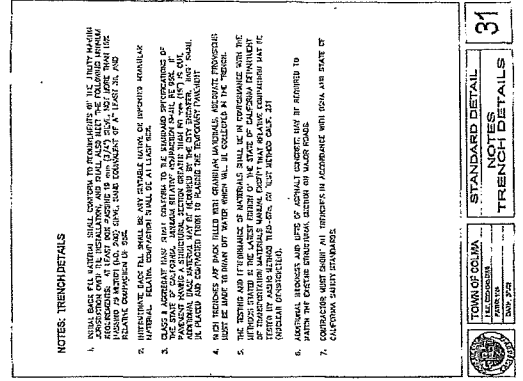
CSI Engineering 77 Solano Square #283 Berkeley, CA 94610 (707) 593-8912		Developer: B. Sireal Colima LLC Dan Tealdi 555 California St, Suite 4825 San Francisco, CA 94104 (415) 685-1871	SHEET C-14 OF 18 SHEETS PVP PROJECT #
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TOWN OF COLMA
 17000 S. HIGHWAY 92
 COLMA, CA 94015
 (415) 947-2200

STANDARD DETAIL
TRENCH DETAILS

30



BY	DATE	REVISIONS

DATE	DESCRIPTION
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