

RECORDING REQUESTED BY:

City of Los Altos

WHEN RECORDED, MAIL TO:

City Clerk, City of Los Altos

1 North San Antonio Road

Los Altos, CA 94022

RECORD WITHOUT FEE UNDER
§§ 27383 & 27388.1 GOVERNMENT CODE

Improvement Agreement No. 2023-24
PROJECT TITLE
APN: 167-38-061
14 Fourth Street LLC

IMPROVEMENT AGREEMENT
14 Fourth Street

This Improvement Agreement (this “Agreement”) is made and entered into by and between the CITY OF Los Altos, a municipal corporation (hereinafter "City"), and 14 FOURTH STREET, LLC (hereinafter "Developer"). City and Developer may be collectively referred to herein as the “parties.”

RECITALS

- A. In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Los Altos Municipal Code, Title 13), and the Street Ordinance (Los Altos Municipal Code, Title 9), the Developer has submitted to the City a Final Map (hereinafter “Final Map”) for the project known as 14 Fourth Street (hereinafter “Project”).
- B. The Project is geographically located within the boundaries of the Tentative Subdivision Map known as 14 Fourth Street Tentative Map (hereinafter “Tentative Map”). The Tentative Map is on file with the City Engineer and is incorporated herein by reference. The area within the boundaries of the Tentative Map is described in **Exhibit A** hereto (the “Property”).
- C. The City’s approval of the Tentative Map was subject to specified conditions of approval (hereinafter “Conditions”). The Conditions are attached hereto as **Exhibit B** and incorporated herein by reference.
- D. As required by the Conditions, the Tentative and Final Maps, and the other Project entitlements, Developer shall construct public improvements in connection with the Project along Fourth Street and the rear alley behind the project, including but not limited to the following: installation of approximately 48 linear feet of concrete vertical curb and gutter, 390 square feet of concrete sidewalk, 144 square feet of concrete driveway approach, installation of one accessible ramp, three (3) truncated domes installation per City standard, joint trench from pole to transformer, 15 linear feet of sewer lateral and cleanout, installation of approximately 800 square feet of alley restoration, 100 square feet of paving at 2 feet easement, 1,862 square feet of micro-surfacing half of the street along Fourth Street, and installation of all appurtenances associated with above listed improvements (collectively, the “Work”).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter “Work”), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer’s sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.
- 2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer’s expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement. *WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEVELOPER HEREBY AGREES TO BE BOUND BY THE LABOR CODE PROVISIONS ATTACHED HERETO AT EXHIBIT C.*

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street

3. **DEVELOPER’S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter “Authorized Representative”) on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.

4. **IMPROVEMENT SECURITY.** The Developer shall furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall furnish warranty security prior to the City's acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and Section 13.20.210 the Los Altos Municipal Code, and as set forth below:
 - 4(a). **Faithful Performance** security in the amount of \$144,899.00 (which amount is equal to the estimated cost to construct the Work in accordance with the Plans and Specifications) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
 - 4(b). **Labor and Material** security in the amount of \$72,499.50 (which amount is equal to fifty (50) percent of the estimated cost to construct the Work in accordance with the Plans and Specifications) to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
 - 4(c). **Warranty** security in the amount of \$14,489.00 (which amount is equal to ten (10) percent of the estimated cost to construct the Work in accordance with the Plans and Specifications) to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

5. **BUSINESS TAX.** The Developer shall apply for and pay the business license tax for a business license, in accordance with Los Altos Municipal Code Chapter 4.04.

6. **INSURANCE.** Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. **Exhibit D** of this Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. The general liability and automobile policies required under **Exhibit D** shall contain, or be endorsed to contain, provision for the City, its officers, officials, employees, agents and volunteers, to be covered as additional insureds as respects alleged liability arising out of activities performed by or on behalf of the Developer under this Agreement. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

7. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street

City Risk Manager's office by telephone at, and Developer shall promptly submit to the City's Risk Manager and the City Manager or designee, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. **INDEMNIFICATION.** Developer shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City and its elected officials, officers, agents and employees from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorneys' fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the gross negligence or willful misconduct of the City).

9. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

9(a). Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

9(b). Schedule of Work. Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

9(c). Completion of Work. The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement.

10. **INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. Developer shall reimburse the City for the costs of the City Engineer's inspections of the Work, as required by Los Altos Municipal Code Section 13.20.190.

11. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten (10) days of the notice, or, (b) if more than ten (10) days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten (10) days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

11(a). The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street

11(a)(1). The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11(a)(2). The Developer abandons the Project site.

11(a)(3). The Developer fails to perform one or more requirements of this Agreement.

11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11(a)(5). The Developer violates any legal requirement related to the Work.

11(b). In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:

11(b)(1). Cure the default and charge the Developer for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.

11(b)(2). Demand the Developer to complete performance of the Work.

11(b)(3). Demand the Developer's surety (if any) to complete performance of the Work.

- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. Neither the final certificate of payment, nor any provision in this Agreement, nor partial or entire use or occupancy of the improvements by the City shall constitute an acceptance of the Work not done in accordance with this Agreement or relieve Developer of liability pursuant to Section 13, below. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, the City Engineer has accepted the Work as complete, and the City Council has authorized the release of the security for faithful performance as described in Government Code Section 66499.7.
- 13. WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
- 14. RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
- 15. CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer's conflicting interest may be terminated by the City.
- 16. NONDISCRIMINATION.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, ancestry, ethnicity, religious creed, national origin, physical disability,

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street

mental disability, medical condition, marital or family status, sexual orientation, gender or gender identification, age (over 40), veteran status, or sex.

17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt (or refusal) by a party, or (b) actual receipt (or refusal) at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. Either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

To: Developer

Attn: City Clerk's Office
City of Los Altos
1 N. San Antonio Road
Los Altos, CA 94022

Attn: 14 Fourth Street LLC

PO Box 60970
Palo Alto, CA 94303

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.
21. **ATTORNEYS' FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street

25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
26. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
27. **COVENANT RUNNING WITH THE LAND.** This Agreement is entered into as a condition of the Tentative Map, is an instrument affecting the title or possession of the real property, and is intended to run with the land. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of City, Developer, the successors in interest of Developer, their respective successors and permitted assigns, and all subsequent owners of a fee interest in the Property or of a beneficial interest substantially equivalent to a fee interest. The obligations of the Developer under this Agreement shall be the joint and several obligations of each and all of the parties comprising Developer, if Developer consists of more than one individual and/or entity. Upon the sale or division of the Property, the terms of this Agreement shall apply separately to each parcel and the fee owners of each parcel shall succeed to the obligations imposed on Developer by this Agreement.
28. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original. There are no third-party intended beneficiaries of this Agreement. This Agreement represents the contributions of both parties, each of whom has had the opportunity to be represented by competent counsel, and the rule stated in Civil Code Section 1654 that ambiguities in a contract be construed against the drafter shall have no application hereto.
29. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Developer do hereby agree to the full performance of the terms set forth herein.

CITY OF LOS ALTOS

LIMITED LIABILITY COMPANY

14 Fourth Street, LLC

By: _____
Gabe Engeland
Title: City Manager
Date: _____

By: _____
John Suppes
Title: Managing Member
Date: _____

**CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street**

APPROVED AS TO FORM:

By: _____
Jolie Houston
Title: City Attorney

**CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street**

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Santa Clara, City of Los Altos, State of California, and is described as follows:

Lot 18 in Block 4, as shown on that certain Map entitled, “Map No. 1 of the Town of Los Altos”, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on October 25, 1907, in Book “L” of Maps, at Page(s) 99.

EXCEPTING THEREFROM: that portion granted to The City of Los Altos, a Municipal Corporation, recorded on November 19, 1970 in Book 9127 of Official Records, at Page 563, under Recorder’s Series Number 3907414.

APN: 167-38-061

EXHIBIT B

CONDITIONS OF APPROVAL

D22-0006 & TM22-0004 14 Fourth Street

GENERAL

1. **Expiration**

The Design Review Approval will expire on May 3, 2025 unless prior to the date of expiration, a building permit is issued, or an extension is granted pursuant to Section 14.76.090 of the Zoning Code.

2. **Approved Plans**

Project approval is based upon the plans received on October 15, 2022 except as modified by these conditions.

3. **Landscaping**

The project shall be subject to the City's Water Efficient Landscape Ordinance (WELO) pursuant to Chapter 12.36 of the Municipal Code if 2,500 square feet or more of new or replaced landscape area, including irrigated planting areas, turf areas, and water features is proposed. Any project with an aggregate landscape area of 2,500 square feet or less may conform to the prescriptive measures contained in Appendix D of the City's Model Water Efficient Landscape Ordinance.

4. **Tree Preservation Requirements**

All recommendations for tree preservation, pre-construction treatments, and tree-protection during construction that are listed on page 11 of the project's arborist report shall be incorporated into the building permit plan submittal.

5. **Trees in the Public Right-of-Way**

Prior to commencement of removal and/or replacement of any trees located within the public right-of-way, the applicant shall obtain the approval from the Maintenance Service Department.

6. **Encroachment Permit**

An encroachment permit, and/or an excavation permit shall be obtained prior to any work done within the public right-of-way and it shall be in accordance with plans to be approved by the City Engineer.

7. **Public Utilities**

The applicant shall contact electric, gas, communication and water utility companies regarding the installation of new utility services to the site.

8. **Municipal Regional Stormwater Permit**

The project shall comply with City of Los Altos Municipal Regional Stormwater (MRP) NPDES Permit No. CA S612008, Order No. R2-2022-0018 dated May 11, 2022.

9. **Americans with Disabilities Act**

All improvements shall comply with Americans with Disabilities Act (ADA). Latest edition of Caltrans ADA requirements shall apply to all improvements in the public right-of-way.

10. **Sewer Lateral**

D22-0006

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT

14 Fourth Street

Any proposed sewer lateral connection shall be approved by the City Engineer. Only one sewer lateral per lot shall be installed. All existing unused sewer laterals shall be abandoned according to the City Standards, cut and cap 12” away from the main.

11. **Transportation Permit**

A Transportation Permit, per the requirements specified in California Vehicle Code Division 15, is required before any large equipment, materials or soil is transported or hauled to or from the construction site. Applicant shall pay the applicable fees before the transportation permit can be issued by the Traffic Engineer.

12. **Pollution Prevention**

The improvement plans shall include the “Blueprint for a Clean Bay” plan sheet in all plan submittals.

13. **Storm Water Management Plan**

The Applicant shall submit a Storm Water Management Plan (SWMP) in compliance with the MRP. The SWMP shall be reviewed and approved by a City approved third party consultant at the Applicant’s expense. The recommendations from the Storm Water Management Plan (SWMP) shall be shown on the building plans.

14. **Civil Engineering Drawings**

The applicant shall submit civil engineering drawings that show property lines with bearing and easements.

15. **Indemnity and Hold Harmless**

The property owner agrees to indemnify and hold City harmless from all costs and expenses, including attorney’s fees, incurred by the City or held to be the liability of City in connection with City’s defense of its actions in any proceeding brought in any State or Federal Court, challenging the City’s action with respect to the applicant’s project.

PRIOR TO FINAL MAP RECORDATION

16. **Public Access Easement Dedication**

The applicant shall dedicate public access easements for the purpose of providing vehicle and pedestrian access shall be dedicated as follows:

- a. An easement of two feet along the rear alley for use as a public right-of-way.

17. **Public Utility Dedication**

The applicant shall dedicate public utility easements as required by the utility companies to serve the site.

18. **Subdivision Agreement**

The applicant shall sign and return Subdivision Agreement to the City for records and recordation.

19. **Payment of Fees**

The applicant shall pay all applicable fees, including but not limited to sanitary sewer connection and impact fees, parkland dedication in lieu fees, traffic impact fees, public art impact fee and map check fee plus deposit as required by the City of Los Altos Municipal Code.

PRIOR TO BUILDING PERMIT SUBMITTAL

20. **Conditions of Approval**

Incorporate the conditions of approval into the title page of the plans and provide a letter which explains how each condition of approval has been satisfied and/or which sheet of the plans the information can be found.

21. **Tree Protection Note**

D22-0006

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT

14 Fourth Street

On the grading plan and/or the site plan, show all tree protection fencing and add the following note: “All tree protection fencing shall be chain link and a minimum of five feet in height with posts driven into the ground.”

22. Reach Codes

Building Permit Applications submitted on or after January 26, 2021 shall comply with specific amendments to the 2019 California Green Building Standards for Electric Vehicle Infrastructure and the 2019 California Energy Code as provided in Ordinances Nos. 2020-470A, 2020-470B, 2020-470C, and 2020-471 which amended Chapter 12.22 Energy Code and Chapter 12.26 California Green Building Standards Code of the Los Altos Municipal Code. The building design plans shall comply with the standards and the applicant shall submit supplemental application materials as required by the Building Division to demonstrate compliance.

23. California Water Service Upgrades

You are responsible for contacting and coordinating with the California Water Service Company any water service improvements including but not limited to relocation of water meters, increasing water meter sizing or the installation of fire hydrants. The City recommends consulting with California Water Service Company as early as possible to avoid construction or inspection delays.

24. Green Building Standards

Provide verification that the house will comply with the California Green Building Standards pursuant to Chapter 12.26 of the Municipal Code and provide a signature from the project’s Qualified Green Building Professional Designer/Architect and property owner.

25. Underground Utility Location

Show the location of underground utilities pursuant to Chapter 12.68 of the Municipal Code. Underground utility trenches shall avoid the drip-lines of all protected trees unless approved by the project arborist and the Planning Division.

26. Fire Alarm System

Required fire alarm system shall be designed and installed as required in the currently adopted edition of CFC Sec, 907, as adopted and amended by the City of Los Altos and referenced codes and Standards, including, but not limited to, NFPA 72. Add a note on the building permit plan set that fire alarm will be installed.

27. Fire Sprinklers Required:

(As Noted on Sheet A0.0) Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.18 whichever is the more restrictive. For the purposes of this section, firewalls used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations. NOTE: The owner(s), occupant(s) and any contractor(s) or subcontractor(s) are responsible for consulting with the water purveyor of record in order to determine if any modification or upgrade of the existing water service is required. A State of California licensed (C-16) Fire Protection Contractor shall submit plans, calculations, a completed permit application and appropriate fees to this department for review and approval prior to beginning their work. CFC Sec. 903.2

28. Buildings and Facilities Access:

(As Noted on Sheet A1.4) Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or with the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. [CFC, Section 503.1.1].

D22-0006

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT

14 Fourth Street

29. **Ground ladder access:**

(As Noted on Sheet A-1.4) Ground-ladder rescue from second and third floor rooms shall be made possible for fire department operations. With the climbing angle of seventy five degrees maintained, an approximate walkway width along either side of the building shall be no less than seven feet clear. Landscaping shall not be allowed to interfere with the required access. CFC Sec. 503 and 1030 NFPA 1932 Sec. 5.1.8 through 5.1.9.2.

30. **Required Fire Flow:**

(Letter received) The minimum required fireflow for this project is 1250 Gallons Per Minute (GPM) at 20 psi residual pressure. This fireflow assumes installation of automatic fire sprinklers per CFC [903.3.1.3].

31. **Fire Hydrant Systems Required:**

(As Noted on Sheet C-1.1) Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, onsite fire hydrants and mains shall be provided where required by the fire code official. Exception: For Group R-3 and Group U occupancies the distance requirement shall be 600 feet. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, the distance requirement shall be not more than 600 feet. [CFC, Section 507.5.1]. Existing hydrants on West Edith Ave.

32. **Knox Key Boxes/Locks Where Required for Access:**

(As Noted on Sheet A1.4) Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The Knox Key Box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. Locks. An approved Knox Lock shall be installed on gates or similar barriers when required by the fire code official. Key box maintenance. The operator of the building shall immediately notify the fire code official and provide the new key when a lock is changed or re-keyed. The key to such lock shall be secured in the key box. [CFC Sec. 506].

33. **Water Supply Requirements:**

(As Noted on Sheet A1.4) Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor met by the applicant(s). 2019 CFC Sec. 903.3.5 and Health and Safety Code 13114.7.

34. **Address identification:**

(As Noted on Sheet A1.4) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. CFC Sec. 505.1.

35. **Construction Site Fire Safety:**

D22-0006

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT

14 Fourth Street

All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification S1-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.

36. Fire Department Connection:

(As Noted on Sheet C-1.1) The fire department connection (FDC) shall be installed at the street on the street address side of the building. It shall be located within 100 feet of a public fire hydrant and within ten (10) feet of the main PIV (unless otherwise approved by the Chief due to practical difficulties). FDC's shall be equipped with a minimum of two (2), two-and-one-half (2- 1/2") inch national standard threaded inlet couplings. Orientation of the FDC shall be such that hose lines may be readily and conveniently attached to the inlets without interference. FDC's shall be painted safety yellow. [SCCFD, SP-2 Standard].

37. Payment of Fees

The applicant shall pay all applicable fees, including but not limited to sanitary sewer connection and impact fees as required by the City of Los Altos Municipal Code.

38. School Fee Payment

In accordance with Section 65995 of the California Government Code, and as authorized under Section 17620 of the Education Code, the property owner shall pay the established school fee for each school district the property is located in and provide receipts to the Building Division. The City of Los Altos shall provide the property owner the resulting increase in assessable space on a form approved by the school district. Payments shall be made directly to the school districts.

39. Final Map Recordation

The applicant shall record the Parcel Map. Plats and legal descriptions of the Parcel Map shall be submitted for review by the City Land Surveyor. Applicant shall provide a sufficient fee retainer to cover the cost of the map review by the City.

40. Storm Water Filtration Systems

The Applicant shall insure the design of all storm water treatment systems and devices are without standing water to avoid mosquito/insect infestation.

41. Cost Estimate and Performance Bonds

The applicant shall submit a cost estimate for the improvements in the public right-of-way and shall submit a 100 percent performance bond and a 50 percent labor and material bond (to be held 6 months after acceptance of improvements) for the work in the public right-of-way.

42. Grading and Drainage Plan

The Applicant shall submit on-site grading and drainage plans that include (i.e. drain swale, drain inlets, rough pad elevations, building envelopes, drip lines of major trees, elevations at property lines, all trees and screening to be saved) for approval by City Engineer. No grading or building pads are allowed within two-thirds of the drip line of trees unless authorized by a certified arborist and the Planning Department.

43. Sewage Capacity Study

The applicant shall submit calculations showing that the City's existing sewer line will not exceed two-thirds full due to the project's sewer loads. Calculations shall include the 6" main from the front of the property to the point where it connects to the 12" sewer line on West Edith Ave. For any segment that is calculated to exceed two-thirds full for average daily flow or for any segment that the flow is surcharged in the main due to peak flow, the applicant shall replace the sewer line with a larger sewer line.

44. Construction Management Plan

The Applicant shall submit a construction management plan for review and approval by the Community Development Director and the City Engineer. The construction management plan shall address any construction activities affecting the public right-of-way, including but not limited to excavation, traffic control, truck routing, pedestrian protection, material storage, earth retention and construction vehicle parking. The plan shall provide specific details with regards to how construction vehicle parking will be

D22-0006

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT

14 Fourth Street

managed to minimize impacts on nearby single-family neighborhoods. Sidewalks, parking and travel lanes along First Street and Whitney Street shall not be closed for the full duration of the project. Closures will be reviewed and approved with Encroachment Permit submittals.

45. **Solid Waste Ordinance Compliance**

The Applicant shall be in compliance with the City's adopted Solid Waste Collection, Remove, Disposal, Processing & Recycling Ordinance (LAMC Chapter 6.12) which includes a mandatory requirement that all multi-family dwellings provide for recycling and organics collection programs.

46. **Solid Waste and Recyclables Disposal Plan**

The Applicant shall contact Mission Trail Waste Systems and submit a solid waste and recyclables disposal plan indicating the type, size and number of containers proposed, and the frequency of pick-up service subject to the approval of the Environmental Services and Utilities Department. The Applicant shall also submit evidence that Mission Trail Waste Systems has reviewed and approved the size and location of the proposed trash enclosure. The enclosure shall be designed to prevent rainwater from mixing with the enclosure's contents and shall be drained into the City's sanitary sewer system. The enclosure's pad shall be designed to not drain outward, and the grade surrounding the enclosure designed to not drain into the enclosure. In addition, Applicant shall show on plans the proposed location of how the solid waste will be collected by the refusal company. Include the relevant garage clearance dimension and/or staging location with appropriate dimensioning on to plans.

PRIOR TO FINAL OCUPANCY

47. **Condominium Map**

The applicant shall record the condominium map as required by the City Engineer.

48. **Public Alleyway**

The Applicant shall improve the entire width of the alleyway along the rear of the project with the treatment approved by the City Engineer.

49. **Power Pole Northwest Corner of the Property**

The applicant shall be responsible for the removal/undergrounding of the existing overhead utilities along the boundary of the parcel. The last power pole at the northwest corner of the property shall be removed.

50. **ADA Ramp**

The Applicant shall remove the existing ADA ramp on the corner of West Edith Avenue and Fourth Street and install new ADA ramp in accordance with current Caltrans standards.

51. **Sidewalk in Public Right-of-Way**

The Applicant shall remove and replace entire sidewalk, landscaping strip and curb and gutter along the frontage of Fourth Street as directed by the City Engineer. All sidewalks in the public right-of-way shall be City Standard concrete sidewalks.

52. **Micro-surfacing Fourth Street**

The applicant shall install micro-surfacing treatment up to half width of Fourth Street.

53. **Parking Stall and Red Curb Striping**

The applicant shall install red curb on Fourth Street as directed by the City Engineer or his designee.

54. **Public Infrastructure Repairs**

The Applicant shall repair any damaged right-of-way infrastructures and otherwise displaced curb, gutter and/or sidewalks and City's storm drain inlet shall be removed and replaced as directed by the City Engineer or his designee. The Applicant is responsible to resurface (grind and overlay) half of the street along the frontage of Fourth Street if determined to be damaged during construction, as directed by the City Engineer or his designee.

55. **Maintenance Bond**

D22-0006

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street

A one-year, ten-percent maintenance bond shall be submitted upon acceptance of improvements in the public right-of-way.

56. SWMP Certification

The Applicant shall have a final inspection and certification done and submitted by the Engineer who designed the SWMP to ensure that the treatments were installed per design. The Applicant shall submit a maintenance agreement to City for review and approval for the stormwater treatment methods installed in accordance with the SWMP. Once approved, City shall record the agreement.

57. Landscape and Irrigation Installation

All on- and off-site landscaping and irrigation shall be installed and approved by the Community Development Director and the City Engineer.

58. Label Catch Basin Inlets

The Applicant shall label all new or existing public and private catch basin inlets which are on or directly adjacent to the site with the “NO DUMPING - FLOWS TO ADOBE CREEK” logo as required by the City.

59. Arborist Certification Letter

An arborist certification letter shall be provided prior to the final occupancy to confirm the implementation of the tree preservation guidelines.

60. Landscaping Installation

All front yard landscaping, street trees and privacy screening trees shall be maintained and/or installed as shown on the approved plans or as required by the Planning Division.

61. Landscape Privacy Screening

The landscape intended to provide privacy screening shall be inspected by the Planning Division and shall be supplemented by additional screening material as required to adequately mitigate potential privacy impacts to surrounding properties.

62. Green Building Verification

Submit verification that the house was built in compliance with the City’s Green Building Ordinance (Chapter 12.26 of the Municipal Code).

EXHIBIT C

LABOR CODE PROVISIONS

1. This Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
2. The Work is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
3. Developer shall not enter into a contract with a contractor for the performance of the Work unless the contractor and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

EXHIBIT D

INSURANCE REQUIREMENTS

Developer's performance of Work under this agreement shall not commence until Developer shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Developer shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Developer, the Contractor it's agents, representatives, employees and contractors.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Such other insurance coverages and limits as may be required by the City.

B. MINIMUM LIMITS OF INSURANCE

Developer shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
 - Bodily Injury by Accident - \$1,000,000 each accident.
 - Bodily Injury by Disease - \$1,000,000 policy limit.
 - Bodily Injury by Disease - \$1,000,000 each employee.

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street

4. Such other insurance coverages and limits as may be required by the City of.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the City of. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of ****CITY****, its officers, officials, employees, and volunteers; or the Developer shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
3. The City reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

- a. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Developer; products and completed operations of the Developer; premises owned, occupied or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
- b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- c. The Developer's insurance shall apply separately to each insured against whom a claim is made or suit is brought except, with respect to the limits of the insurer's liability.
- d. Developer shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.
Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Developer shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. COMPLETED OPERATIONS

Developer shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event the Developer fails to obtain or maintain completed operations coverage as required by this

CITY OF LOS ALTOS – IMPROVEMENT AGREEMENT
14 Fourth Street

agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by the Developer.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Developer, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this agreement and obtain damages from the Developer resulting from said breach.

Alternatively, the City may purchase such required insurance coverage, and Developer shall reimburse the City for any premium costs advanced by the City for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Developer’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be in excess of the Developer’s insurance and shall not contribute with it.

The additional insured coverage under the Developer’s policy shall be primary and non-contributory” and will not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Developer shall require its contractors to maintain the same levels of insurance and provide the same indemnity that the Developer is required to provide under this Agreement. A contractor is anyone who is under contract with the Developer or any of its contractors to perform work contemplated by this Agreement. The Developer shall require all contractors to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Developer agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Contractors, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Developer shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the services commence.