



CITY OF CAMPBELL
Community Development Department

August 28, 2020

NOTICE OF PUBLIC HEARING
THIS MEETING WILL BE CONDUCTED ON-LINE USING ZOOM

Notice is hereby given that the Planning Commission of the City of Campbell has set the time of 7:30 p.m., or shortly thereafter, on Tuesday, **September 8, 2020**, for a Public Hearing to consider the Appeal (PLN-2020-35) by Kathy Robinson of the Community Development Director's denial of a Tree Removal Permit (PLN-2020-14) to remove four (4) redwood trees on property located at **825 S. San Tomas Aquino Road**. Staff is recommending that this item be deemed Categorical Exempt under CEQA. This Planning Commission meeting will be conducted via telecommunication and is compliant with provisions of the Brown Act and Executive Order N-29-20 issued by the Governor.

While members of the public will not be able to attend the meeting of the Campbell City Planning Commission physically, the meeting will be live-streamed on YouTube at (<https://www.youtube.com/user/CityofCampbell>).

Interested persons may register to electronically participate in this Zoom PC meeting at <https://us02web.zoom.us/j/82256758679>. After registering, you will receive a confirmation email containing information about joining the webinar. The complete agenda packet will be posted by Friday, September 4th on the website at <https://www.ci.campbell.ca.us/AgendaCenter/Planning-Commission-6>, and will include all materials for this meeting. Please be advised that if you challenge the nature of the above project in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City of Campbell Planning Commission at, or prior to, the Public Hearing by email to planning@campbellca.gov. Questions may be addressed to the Community Development Department at (408) 866-2140. Plans and architectural drawings may be viewed by Friday, August 28th on the City's 'Public Notices' web page (<http://www.cityofcampbell.com/501/Public-Notices>) under 'Planning Commission'.

Decisions of the Planning Commission may be appealed to the City Council. Appeals must be submitted to the City Clerk in writing within 10 calendar days of an action by the Commission.

In compliance with the Americans with Disabilities Act, the City of Campbell will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the public hearings, including qualified sign language interpreters, listening assistive devices, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments. Anyone who requires auxiliary aid or service for effective communication should contact the City Clerk's Office at 70 N. First Street, Campbell, CA 95008, (408) 866-2117 or ClerksOffice@campbellca.gov at least on week prior to the meeting. Hearing impaired or TTY/TDD text telephones users may contact the City by dialing 711 for California Relay Service (CRS) or by telephoning any other service providers' CRS telephone number.

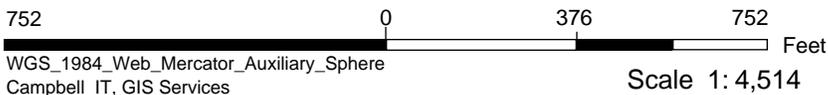
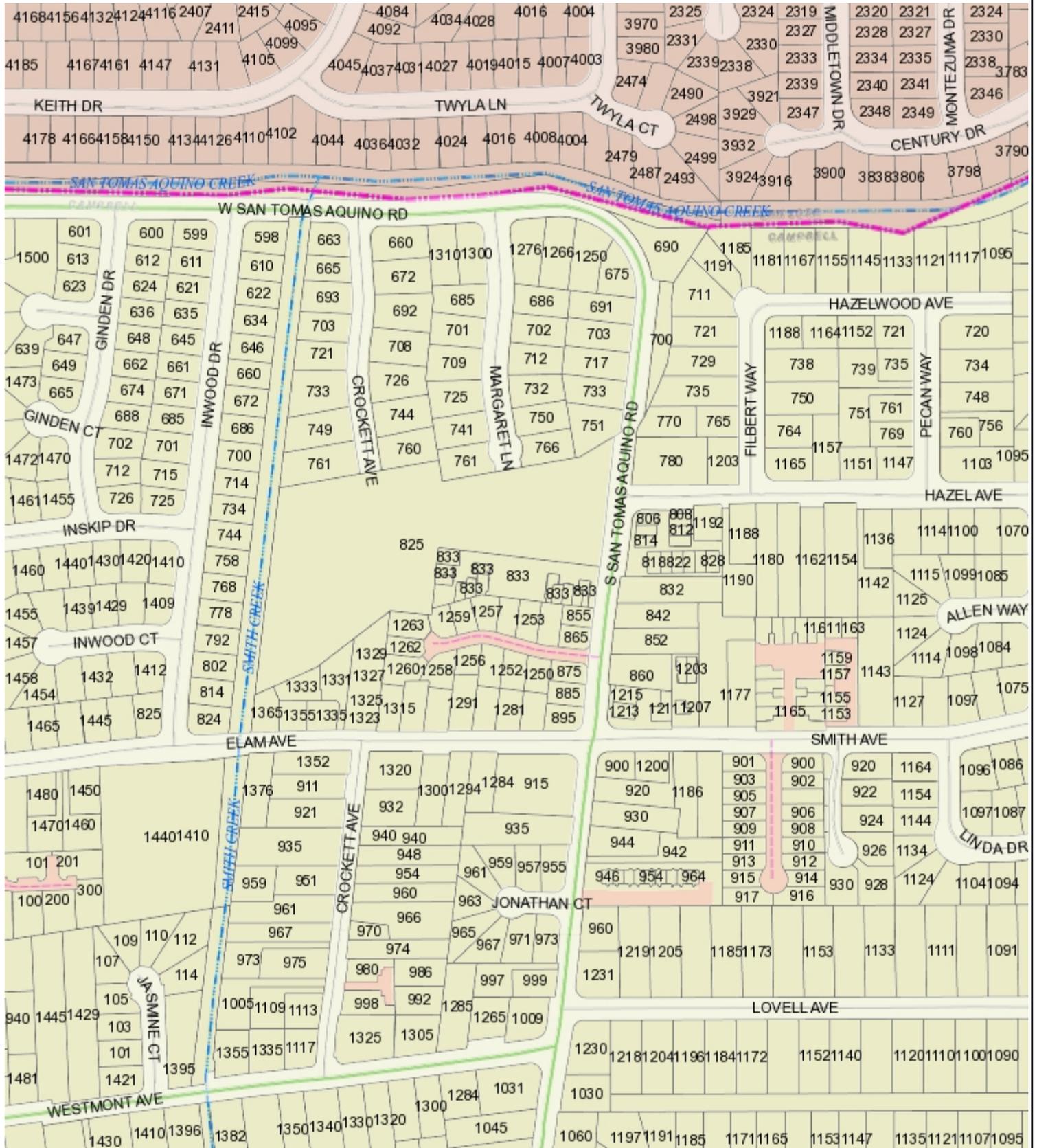
PLANNING COMMISSION
CITY OF CAMPBELL
PAUL KERMOYAN
SECRETARY

PLEASE NOTE:

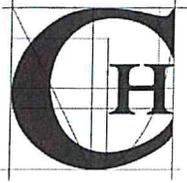
When calling on this Notice, refer to **825 S. San Tomas Aquino Rd**



Location Map - 825 S. San Tomas Aquino Rd



This map is based on GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.



CHARITIES HOUSING

March 3, 2020

Mr. Paul Kermoyan
Director of Community Development
City of Campbell
70. N. First Street
Campbell, CA 95008

RECEIVED

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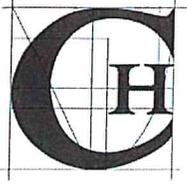
CITY OF CAMPBELL
PLANNING DEPT.

RE: File No: PLN-2020-14
Address: 825 S San Tomas Aquino Road
Denial of Request to Remove 4 Redwood Trees

Dear Mr. Kermoyan:

Charities Housing is the owner of San Tomas Gardens, located at 825 S. San Tomas Aquino Road in Campbell. This property is a 100 unit affordable, family housing development that was constructed approximately fifty (50) years ago. This apartment community was purchased by Charities Housing approximately 20+ years ago, in an effort to preserve this affordable housing for the Campbell community, when the previous owners were preparing to sell it and convert it to market rate. Charities Housing also manages San Tomas Gardens and provides services on site to the extremely low and very low-income residents living there.

Five (5) years ago, Charities Housing completed a \$7.7M dollar rehabilitation of San Tomas Gardens, to ensure that this development would remain an affordable housing resource for many years to come. At the time of the rehabilitation, Charities asked to remove a small number of the 100 redwood trees that exist on site, because they were too close to gas meters, and their roots were damaging underground utilities and building foundations. At that time, we were not permitted to remove any of the redwoods, but were allowed to remove two, smaller nuisance trees. Now, five years later, we continue to experience damage to the buildings and most significantly to the underground utilities as a result of root intrusion. The residents are repeatedly inconvenience as the systems are shut down for repairs and now their health and safety is being jeopardized because the fire suppression line is leaking and needs to be replaced/repaired.



CHARITIES HOUSING

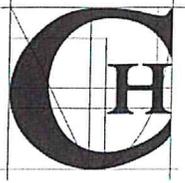
On February 6, Charities Housing applied to the City of Campbell to the remove 4 costal redwood trees that are responsible for the persistent damage to the underground systems. In the case of one tree, the underground systems are ***directly under the tree***. Additionally, an arborist report was submitted that documented that the ***trees were in Very Poor Health***. Charities also provided invoices for costs incurred for recent repairs and resident relocation that occurred between late November 2019 and late January 2020. These costs totaled over \$36,000. All of this was intended to demonstrate, that repeatedly repairing these systems, without dealing with the underlying reason the systems continue to be broken is not sustainable. Charities received the letter from the City, dated February 19, denying this request.

Charities feels that we have no recourse but to appeal the decision. The denial was based upon the decision that we did not meet the requirements to support the findings that *applies to utility interference that cannot be controlled or remedied through reasonable modification /relocation of the utilities, (City Finding #3)*. The suggestion was made to re-route the utilities around the tree. This is not a viable option for the following reasons:

- The cost to re-route the fire water line is \$150,000. This exorbitant cost is due to the necessity of hand digging to avoid damaging the rest of the utilities in the joint trench. This estimate has been provided here.
- The cost to re-route the Sanitary Sewer is \$85,000. The estimate has been provided here.
- All of the underground utilities, fire, domestic water, sanitary sewer, gas and electric conduit and AT&T/date all are in the same joint trench. Inevitably other systems will require repairs. Relocating all of these utilities would be cost prohibitive. Map provided.

Additionally, Charities contends that the inability to remove these trees and solve the underlying problem of roots repeatedly breaking the underground utility systems *restricts the economic enjoyment of the property and creates an unusual hardship for the property owner and the residents residing in the property, (City Finding #5)*, for the following reasons:

- Repeated disruption to utility services for residents. Elderly and disabled make up a significant portion of resident population. Repeated loss of water or other vital services is a health and safety concern.
- Significant costs incurred by a non-profit owner with limited replacement reserves/financial resources. As stated above over \$36,000 has been incurred over two months tome dealing with these issues
- Significant time spent by site staff responding to resident complaints regarding unreliability of basic services at the property. This limits staff time spent on delivering other vital services to the residents



CHARITIES HOUSING

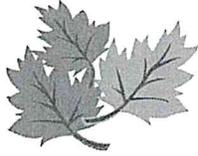
Finally, the Arborist, Commercial Tree Care, stated in their Report dated January 23, 2020 and attached here, that "all of the four (4) subject trees are in various stages of **severe decline.....**" Per the City's Municipal Code, *the tree or trees are diseased or present a danger of falling that cannot be controlled or remedied through reasonable preservation and/or preventative procedures and practices such that the public health or safety requires their removal (City Finding #1).* These 4 trees clearly present a health and safety risk to the property and vulnerable residents living at San Tomas Gardens.

Charities firmly believes that for the long-term health and well-being of its residents and the financial sustainability of the property, the removal of these 4 trees is a necessity. We understand and will willingly comply with City regulations requiring installing replacement trees on the property to compensate for the remove of these redwoods.

Thank you for your serious consideration of this appeal. If you have questions and/or need further information please feel free to contact me at krobinson@charitieshousing.org or Tony Rodriguez at trodriguez@charitieshousing.org or 408-550-8313 at any time.

Sincerely,

Kathy Robinson
Director of Development
Charities Housing



Commercial Tree Care
A Rhino Enterprises Company
P.O Box 549 Santa Clara, CA. 95052
Office: (408) 985-TREE (8733) Fax: (408) 985-6536

Arborist Report

Luis Perez
Charities Housing
107 & 220/224 Los Gatos Boulevard
Los Gatos, CA 95030

January 23, 2020

Phone: (408) 374-8741
Email: LPerez@charitieshousing.org

San Tomas Gardens - Plumbing Repair Project 825 S. San Tomas Aquino Rd., Campbell

Dear Luis,

Thank you for providing Commercial Tree Care the opportunity to provide tree care recommendations at San Tomas Gardens. Below is a report of our findings and recommendations

Assignment:

Assess and report on the health of the four (4) *Sequoia sempervirens*, Coast Redwood trees that are located in the North West corner of the property. Address concerns that the trees are located directly on top of broken plumbing pipes. This report was generated and performed as a ground visual inspection only.

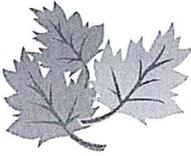
Observations:

All of the four (4) subject trees are in various stages of severe decline from what appears to be heavy soil compaction, poor irrigation practices and poor soil drainage.

All four (4) subject trees are located directly near and on top of underground plumbing such as Fire Suppression Supply Line and Sewer Main for the homes. The Fire Suppression Supply Line is leaking and the Sewer Main for the homes is now collapsed as seen within underground camera inspection. Please see the attached plumbers report.

Arborists are tree specialists who use their education, knowledge, training, and expertise to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structure failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below the ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period of time. Likewise, remedial treatments, like medicine, cannot be guaranteed. Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.



Commercial Tree Care
A Rhino Enterprises Company
P.O Box 549 Santa Clara, CA. 95052
Office: (408) 985-TREE (8733) Fax: (408) 985-6536

Arborist Report

Tree #1: *Sequoia sempervirens*, Coast Redwood

Diameter at Breast Height (DBH): 31.5"

Condition of tree: Very poor health. Located directly on top of leaking fire suppression line and within two (2) feet of the sewer line

Tree #2: *Sequoia sempervirens*, Coast Redwood

Diameter at Breast Height (DBH): 28"

Condition of tree: Very poor health. Located directly on top of leaking fire suppression line and within two (2) feet of the sewer line

Tree #3: *Sequoia sempervirens*, Coast Redwood

Diameter at Breast Height (DBH): 23"

Condition of tree: Very poor health. Located directly on top of leaking fire suppression line and within two (2) feet of the sewer line

Tree #4: *Sequoia sempervirens*, Coast Redwood

Diameter at Breast Height (DBH): 29"

Condition of tree: Very poor health. Located directly on top of leaking fire suppression line and within two (2) feet of the sewer line

Recommendations: All four (4) trees must be removed to facilitate plumbing repairs. Replace trees as per city specifications.

Please feel free to contact me with any further questions or concerns.

Thank You,

Wendell Cox

Wendell Cox

I.S.A. Certified Arborist #WE-7976A

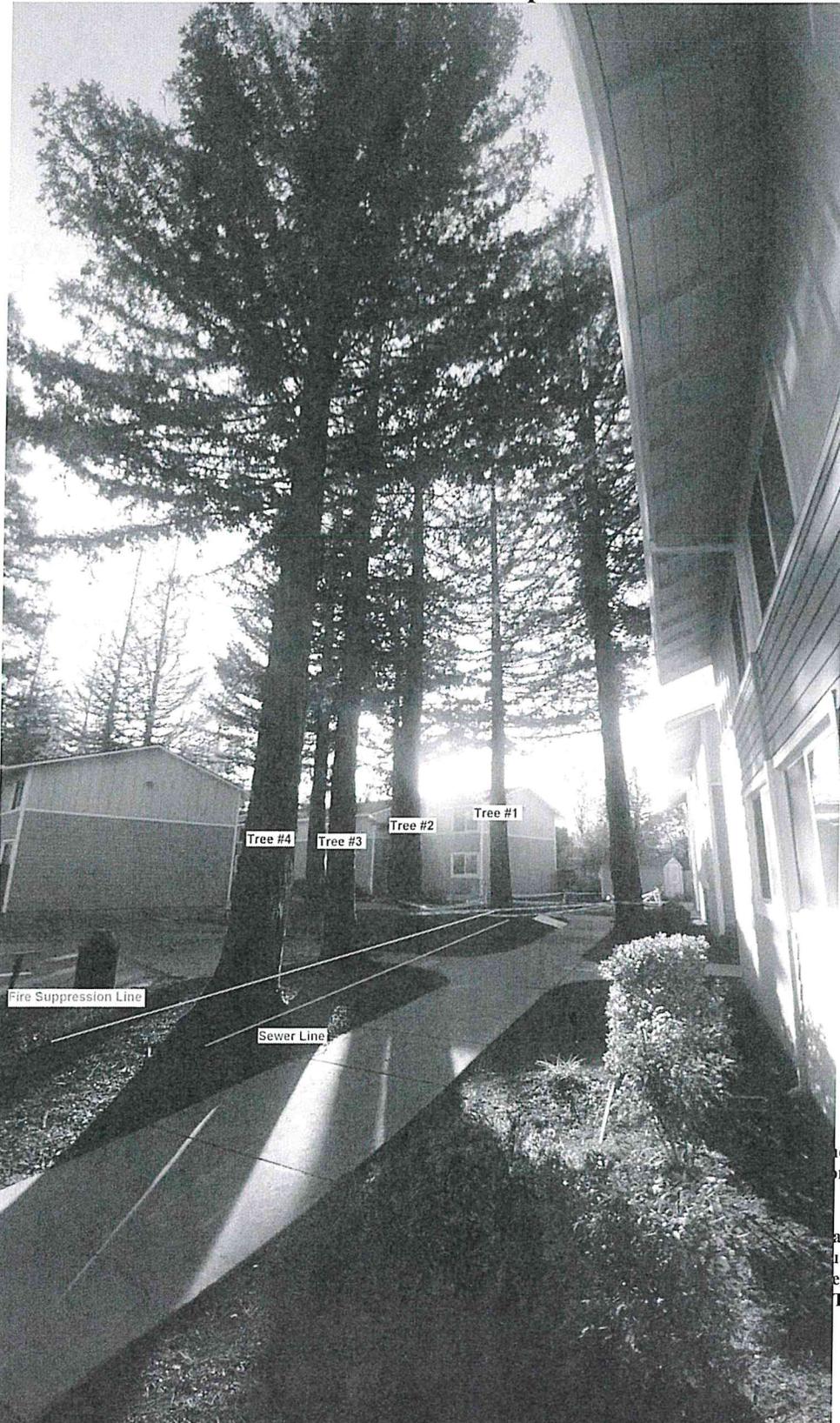
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Arborist Report

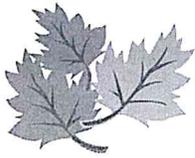


Arborists enhance the appearance of your property and recommend ways we can help you maintain your trees. We will be happy to provide you with a free estimate. We guarantee our work and will eliminate any damage to your property.

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and measures to prevent damage to your property or disregard the safety of your property.

Arborists enhance the appearance of your property and recommend ways we can help you maintain your trees. We will be happy to provide you with a free estimate. We guarantee our work and will eliminate any damage to your property.



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COSCO
Fire Protection

PROPOSAL AND CONTRACT

7455 Longard Road
Livermore, CA 94551
Ph. (925) 455-2751
Fx. (925) 455-2761
Lic. No. 577621 C-16 / C-10

February 13, 2020

Sent via e-mail

Luis Perez
Charities Housing
825 S. San Tomas Aquino Road
Campbell, CA 95008
408-205-3867
lperez@charitieshousing.org

REFERENCE: Charities Housing UG Repair
825 S. San Tomas Aquino Road
Campbell, CA 95008

SUBJECT: Time & Material Service Contract for Fire Protection System Services

Dear Luis:

By means of this correspondence, COSCO Fire Protection is providing a complete breakdown of the Time & Material rates (Rough Order of Magnitude of one hundred fifty thousand dollars - \$150,000.00, without prior notification) to repair underground leak / break by rerouting underground line around existing redwood tree at the above referenced location.

These time & material rates are as follows:

Title	Straight Time	Over Time Rate	Double Time Rate
Sprinkler Fitter Foreman (1 per job min.):	\$210.00 per hour	\$300.00 per hour	\$400.00 per hour
Sprinkler Fitter Journeyman:	\$190.00 per hou	\$270.00 per hour	\$360.00 per hour
A&D Technician:	\$160.00 per hour	\$240.00 per hour	\$320.00 per hour
A&D Technician (San Francisco):	\$240.00 per hour	\$360.00 per hour	\$480.00 per hour
Field Superintendent:	\$205.00 per hour	\$305.00 per hour	\$410.00 per hour
Design:	\$140.00 per hour	\$210.00 per hour	\$280.00 per hour
Shop / Fabrication / Delivery:	\$115.00 per hour	\$170.00 per hour	\$230.00 per hour
Material:	Cost plus 20/20		
Subcontracts, permits and Rentals:	Cost plus 20/20		
Truck / small tools fee:	\$70.00 per day		

* Regular working hours are any 8 hour shift between 5:00 am and 5:00 pm Monday through Friday, excluding holidays. The 9th and 10th hours Monday through Friday and 8 hours Saturdays are overtime. All other hours of work are at doubletime.

* Sprinkler Fitter / A&D Technician minimum of 4-hours shall apply to all service calls. (A&D hours in San Francisco on Saturday Sunday & holidays are at the double time rate.

* Field Superintendent actual hours charged will be billed with a minimum of ½ hour per day shall apply.

* Rates apply to on site and off site work (Design, procurement, submittals, permits, fabrication, delivery, off-haul/disposal, etc.)

COSCO Fire Protection qualifies the following:

- COSCO Fire Protection shall repair underground leak / break via reroute around existing redwood tree and return system to working order. Reroute fire supply line to accommodate existing redwood tree; there appears to be many utilities in this vicinity and underground conflicts are expected.
- Design drawings, permits and inspection of work, as required by the local authority having jurisdiction, are part of this agreement.
- All subcontracts and / or outside services required for this work shall be secured and performed under COSCO Fire Protection and shall be subject to the terms of this agreement.
- COSCO Fire Protection shall assume no responsibility for unforeseen conditions of any kind (e.g., within walls, floors, ceilings, underground, etc.).
- All areas of work shall be clear of obstructions (by others) prior to time of service (i.e., vehicles, stock, personal belongings, etc.); standby time shall be cost incurred / billable.
- Work is to be conducted per local AHJ requirements only.
- Cosco Fire protection is not responsible for protection / fire watch or replacement of stock, furniture, equipment, product, valuables, landscaping, hardscape, trees or shrubs unless specifically noted otherwise within this proposal and contract. Any / all tree removal and / or associated expenses shall be by others.
- The fire sprinkler system(s) may not be operational during this service, or portions thereof. This being the case, your fire sprinkler system may not work in the event of a fire and you are solely responsible to arrange and pay for any/all required fire watch.
- System shut down arrangements are to be made "by others" (Owner/ Property Manager/ General Contractor)
- COSCO is not responsible for any delays, notifications of system shut down and/or need for access to tenants, monitoring company or otherwise.
- The existing control/isolation valves are assumed to be in working condition. Cosco is not responsible for delays, additional fire watch, additional work, overtime costs or damages of any kind due to the discovery of faulty valves during the course of work.
- COSCO Fire Protection's "General Terms & Conditions (attached) are part of this proposal.



COSCO
Fire Protection

7455 Longard Rd.
Livermore, CA 94551
Ph. (925) 455-2751
Fx. (925) 455-2761
Lic. No. 577621 C-16 / C-10

February 13, 2020

REFERENCE: Charities Housing UG Repair

Sincerely,
COSCO Fire Protection

John Daley

John Daley
Sales Representative
(925) 525-1093
jdaley@coscofire.com

In signing this document I am acknowledging that I understand, am authorized to accept, and accept this Proposal/Contract in its entirety.

ACCEPTED BY: _____ Date: _____

Name / Title: _____

Company: _____

General Terms and Conditions

ENTIRE CONTRACT

For purposes of this Contract, the term "Seller" refers to **COSCO FIRE PROTECTION, INC** and the term "Purchaser" refers to the person or entity listed on the front of this Document and designated as Purchaser. The provisions herein constitute all of the terms and conditions of this Contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

PROPOSALS AND CONTRACT

Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed reasonable overhead and lost profit.

WHERE PURCHASER IS NOT THE OWNER OF THE STRUCTURE(S)

If Purchaser is not an owner of the structure where the system(s) is installed and is, for example, a general contractor, construction manager, owner's representative, or subcontractor, the following terms and conditions become a part of this Contract:

- (1) Any claimed "pay if paid" or "pay when paid" provision is void and unenforceable as to Seller and Purchaser will comply with the PAYMENT condition of this Contract;
- (2) Purchaser agrees to the terms and conditions of this Contract on behalf of the owner of the structure(s) where the system(s) is installed;
- (3) Purchaser acknowledges that Seller intends to present/deliver a Certificate of Ownership to the ultimate owner of the system(s) and Purchaser will reasonably cooperate with Seller in assuring that said Certificate of Ownership is presented or delivered to the owner;
- (4) If the system(s) is being installed in a residential structure subject to a particular State's Home Improvement Laws, Purchaser warrants and represents that it has complied with such Laws.

PAYMENT

Terms of payment have been set at net 10-days. Payment to Seller shall not be dependent or conditioned upon Purchaser first receiving any monetary funding from any lender, owner, general contractor or other third-party and Purchaser agrees and understands that payment to Seller is Purchaser's direct responsibility. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this Contract at a rate of 10% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is permitted under applicable law. Seller reserves the right to record preliminary notices and mechanic's liens to assure payment of this Contract. Purchaser shall pay all reasonable attorney's fees and costs incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser or Purchaser's agents or employees, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workers, accidents to machinery, vehicle shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any out-of-scope work performed by the Seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required. Any such out-of-scope work shall be charged at Seller's standard rate for labor and list price for materials. The cost of this out-of-scope work shall be added to Seller's Invoice.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler/suppression system and its related equipment. The Purchaser shall have all things in readiness for service including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time Seller is onsite. In the event the Purchaser fails to have all things in readiness for service at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract and shall give Seller the right, at its sole option, to rescind this Contract.

INTERFERENCES

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

LIMITATIONS OF LIABILITY

NO PROMISE OR REPRESENTATION NOT CONTAINED HEREIN OR VERBAL STATEMENT OF FACT MADE BY ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE SELLER SHALL CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTY BY THE SELLER OR GIVE RISE TO ANY LIABILITY OR OBLIGATION. SELLER'S LIABILITY, IF ANY, TO PURCHASER FOR PERSONAL INJURY, BODILY INJURY, DEATH, OR PHYSICAL DAMAGE TO PROPERTY ALLEGEDLY CAUSED IN PART OR IN WHOLE BY SELLER AND OR ARISING FROM THE PERFORMANCE OF THIS CONTRACT SHALL BE LIMITED TO PURCHASER'S ACTUAL DAMAGES OR THE PRICE OF THIS CONTRACT, WHICHEVER IS LESS. PURCHASER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER FROM ANY AND ALL THIRD-PARTY CLAIMS OR ACTIONS FOR PERSONAL INJURY, BODILY INJURY, DEATH, OR PHYSICAL DAMAGE TO PROPERTY ARISING FROM PURCHASER'S FAILURE TO MAINTAIN THE SYSTEM(S) OR KEEP THE SYSTEM(S) IN GOOD AND WORKING CONDITION WHETHER SUCH CLAIM OR ACTION IS BASED UPON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE OR LEGALLY RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PENAL, PUNITIVE OR EXEMPLARY, OR ECONOMIC LOSS OR DAMAGE OF ANY CHARACTER OR KIND INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR ENJOYMENT OF PURCHASER'S REAL OR PERSONAL PROPERTY, LOST PROFITS, LOST REVENUES, OR LOST PRODUCTION WHETHER CLAIMED BY THE PURCHASER OR BY ANY THIRD-PARTY IRRESPECTIVE OF WHETHER SUCH CLAIM OR ACTION FOR DAMAGE, LOSS, OR HARM IS BASED UPON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE OR LEGALLY RESPONSIBLE TO PURCHASER OR ANY THIRD-PARTY FOR ALLEGED INJURY, DAMAGE, LOSS, OR HARM CAUSED IN WHOLE OR IN PART BY CLAIMED EXPOSURE TO OR CONTAMINATION BY FUNGI, ANY TYPE OR FORM OF FUNGUS, MOLD, MILDEW, MYCOTOXINS, SPORES, SCENTS, SMELLS, ODORS, IMPURITIES, BIOLOGICAL AGENTS, CHEMICAL AGENTS, OR TOXIC AGENTS.

WARRANTY

Seller agrees that for a period of one (1) year after completion of this Contract it will, at its expense, repair or replace defective materials or workmanship supplied or performed during this service/repair by Seller. Upon completion of the work, the system(s) will be turned over to the Purchaser fully inspected, tested, and in operative condition. As it is thereafter the responsibility of the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder to the extent of the warranty of the respective manufacturer but no longer than one-year. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, A WARRANTY OF MERCHANTABILITY AND A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto or to substitute material of later design to fulfill this Contract providing that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

Should any part, term, or provision of this Contract be found by the Courts to be unenforceable or in conflict with any law of the State where made, the validity of the remaining terms or provisions shall not be affected thereby and shall remain in full force and effect.

ASSIGNMENT

Any assignment of this Contract by Purchaser without the written consent of Seller shall be void. Seller may, at its sole option, assign all or part of this Contract to its qualified subsidiaries and affiliates without notice to or consent of Purchaser.

CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department or equivalent as to the value of the work shall be deemed accepted by the Purchaser.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall promptly advise Seller. Seller shall provide a written quotation to Purchaser for prices, delivery and completion dates which are changed by Seller as a result of extra work. Labor and materials shall be charged at Seller's standard rate. Purchaser will execute a written change order consenting to the extra work before such extra work commences.

LEGAL NOTICE

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be delivered by facsimile, overnight mail or personal delivery between the hours of 8 a.m. and 4 p.m. local time to the address for Purchaser or Seller stated herein. Such notice or notices shall be deemed effective when received.

CLAIMS

Any claims against Seller arising from or relating to this Contract are waived and relinquished by Purchaser unless presented in writing to Seller with particulars and details within ten (10) days after Purchaser knows or should know that he/she/it has potential claim.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

In the event that there is a material inconsistency or ambiguity between the Terms and Conditions specified herein and Seller's technical specifications, Seller's technical specifications shall control.

ARBITRATION

Any dispute, controversy, or claim arising out of or relating to this Contract, including a claimed breach thereof, shall be submitted to binding arbitration in accordance with the Construction Dispute Rules of the American Arbitration Association. The venue for such Arbitration Proceeding shall be in the city where the American Arbitration Association maintains an office that is closest to the physical location of this project. Both Seller and Purchaser knowingly and willingly waive, relinquish, and give up their right to a jury trial for such dispute, controversy, or claim. The Arbitrator(s) shall determine whether Discovery is permitted and, if so, the extent and scope thereof. Seller and Purchaser shall equally split the fees and costs of the American Arbitration Association attributable to the Arbitration. Seller and Purchaser shall each bear their own respective attorney(s) fees and expenses associated with the Arbitration proceeding except as provided for in the PAYMENT condition above. Judgment upon the Arbitration Award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Any appeal from or attack upon the Arbitration Award shall be in accordance with the statutes and rules of the State where the Arbitration proceeding occurs.

OVERTIME

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, as calculated by Seller, one (1) month after such overtime expense was incurred.

PROPRIETARY DATA

All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary notwithstanding any trade secret or copyright law and shall be kept in confidence by Purchaser and shall not be disclosed to any third-party except as may be necessary in the performance of this Contract with the Seller. If Purchaser believes that it is necessary to disclose such confidential information to any third-party, Purchaser shall first notify Seller of Purchaser's intent to disclose such confidential information and give Seller at least three (3) business days to object before actual disclosure is made to the third-party. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, materials that have been installed, special or custom order materials whether installed or not, all termination costs incurred, and any other costs incurred by Seller including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due with no demand being necessary; any act or omission on the part of Purchaser whereby Seller is prevented from completing said service; receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser; or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien is not vacated or seizure terminated within ten (10) days after its occurrence.

BACK CHARGES

No back charges shall be levied, assessed, or deducted from the contract price by the Purchaser against the Seller unless Purchaser first gives written notice to Seller of such intention. After receipt of such written notice, Seller shall have two consecutive business days to correct any alleged deficiencies or problems which Purchaser identifies as necessitating the claimed back charge and only if such deficiencies or problems are the direct fault of Seller. If Purchaser or anyone acting on behalf of Purchaser performs corrective action on any such alleged deficiencies or problems, Purchaser waives and relinquishes the right or opportunity to levy or assess a back charge.

OSHA

Purchaser shall defend, indemnify and hold harmless Seller from and against any claims, demands, damages, fines, penalties or charges resulting from the enforcement of the Federal Occupational Safety Health Act (Public Law 91-596) or equivalent State law, or any regulations or orders under any Federal or State OSHA law unless such claims, demands, damages, fines, penalties or charges are a direct result of causes within the exclusive control of Seller.

WAIVER OF SUBROGATION

Purchaser on behalf of himself/herself/itself and Purchaser's Insurer(s) waives any right of subrogation against Seller for any damages or loss allegedly caused by Seller that is covered by any policy of insurance insuring Purchaser.

INSPECTION BY AUTHORITY HAVING JURISDICTION

Purchaser understands and acknowledges that the work performed by Seller under this Contract will be inspected one or more Governmental authorities having jurisdiction over the project. Neither Purchaser nor anyone acting on behalf of Purchaser shall perform any act or omission which prevents or inhibits the Governmental authority having jurisdiction from performing preliminary or final inspections of Seller's work.

NOT A SERVICE CONTRACT

This Contract is not a service or maintenance contract. Seller has no legal or contractual obligation to service, maintain, or monitor the system(s) after the Governmental authority having jurisdiction has performed its final inspection of Seller's work. A separate service contract with Seller is required in order for Seller to have any responsibility to service, maintain, or monitor the system(s).

Authorized Representative of Seller

Authorized Representative of Purchaser



ESTIMATE

DATE

ESTIMATE #

2/13/2020

4468

NAME / ADDRESS

Charaties Housing
825 S San Tomas Aquino Rd
Campbell CA 95008

PROJECT

Charaties Housing
825 S San Tomas Aquino Rd
Campbell, CA 95008

P.O. No.

TERMS

ESTIMATE EXPIRES

MR

12/3/2019

DESCRIPTION

QTY

UNIT OF ...

COST...

EXTENDED ...

Provide Labor & Materials for the following location:

Excavate 80' L x 5' to 8' D x 3' W, under the Redwood Trees after removal, run new ABS sewer line, install couple clean outs, use proper transfer couplings, secure pipe, connect new sewer line to Existing sewer line, test lone, back fill with native soil, clean up area.

This estimatate will only valid of the Red Wood trees are been remove from the area, We can not do any work if those trees are standing.

*** This Excavation will take longer because the tree trunk will still exist underground***

*** property will need to provide the arbolist to for the removal of the Trees***

85000.00

85,000.00

LISTED IN THIS PROPOSAL.

PERFORMED THE FOLLOWING WORK DURING NORMAL WORK HOURS:

CUSTOMER PLEASE NOTE:

TOTAL

This Proposal excludes everything not mentioned above. 1 Hour Drain will provide labor and materials required as per the scope of work for the above mentioned project. This work will be performed in a professional manner according to industry standards.

SIGNATURE



ESTIMATE

DATE	ESTIMATE #
2/13/2020	4468

NAME / ADDRESS

Charaties Housing
 825 S San Tomas Aquino Rd
 Campbell CA 95008

PROJECT

Charaties Housing
 825 S San Tomas Aquino Rd
 Campbell, CA 95008

P.O. No.	TERMS	ESTIMATE EXPIRES
MR	12/3/2019	

DESCRIPTION

QTY UNIT OF ... COST... EXTENDED ...

<p>Job will take multiple weeks from start to finish. Excludes permits. Excludes landscaping repairs. Excludes cocreate. in case of removal. Excludes Irrigation repairs, In case of bigger roots located on the area of excavation we will provide a change order for any extend of the work.</p> <p>1-Hour-Drain warranties their installation for a period of two years for Workmanship and plumbing parts. During the course of this warranty, Customer is to immediately contact 1-Hour-Drain in the event of an emergency warranty repair. Unless reasonable evidence is established to show that</p> <p>1-Hour-Drain did not react to the Customer's warranty service need. Repairs or work initiated by others will void this warranty. 1-Hour-Drain is a 24 Hour Service Company and is extremely responsive when contacted</p>				
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This Proposal excludes everything not mentioned above.
 1 Hour Drain will provide labor and materials required as per the scope of work for the above mentioned project. This work will be performed in a professional manner according to industry standards.

TOTAL

SIGNATURE



ESTIMATE

DATE

ESTIMATE #

2/13/2020

4468

NAME / ADDRESS

Charaties Housing
825 S San Tomas Aquino Rd
Campbell CA 95008

PROJECT

Charaties Housing
825 S San Tomas Aquino Rd
Campbell, CA 95008

P.O. No.

TERMS

ESTIMATE EXPIRES

MR

12/3/2019

DESCRIPTION

QTY

UNIT OF ...

COST...

EXTENDED ...

Other than what is described above; this proposal does not include the cost of any Permits or labor for standing inspection; floor or wall tile repairs; drywall repairs, landscape repairs or restorations, corrections to existing code violations, upgrades or bringing existing plumbing to code compliance or any other work not specified above. Customer will be immediately notified if any additional work is Necessary.

PERMIT FEES WILL BE BILLED TO CUSTOMER REGARDLESS OF ANY AMOUNT

TOTAL

SIGNATURE

This Proposal excludes everything not mentioned above. 1 Hour Drain will provide labor and materials required as per the scope of work for the above mentioned project. This work will be performed in a professional manner according to industry standards.



ESTIMATE

DATE	ESTIMATE #
2/13/2020	4468

NAME / ADDRESS

Charaties Housing
 825 S San Tomas Aquino Rd
 Campbell CA 95008

PROJECT

Charaties Housing
 825 S San Tomas Aquino Rd
 Campbell, CA 95008

P.O. No.	TERMS	ESTIMATE EXPIRES
MR	12/3/2019	

DESCRIPTION	QTY	UNIT OF ...	COST...	EXTENDED ...

This Proposal excludes everything not mentioned above.
 1 Hour Drain will provide labor and materials required as per the scope of work for the above mentioned project. This work will be performed in a professional manner according to industry standards.

TOTAL \$85,000.00

SIGNATURE _____

ADJ. RESIDENTIAL
DEVELOPMENT,
SEE AERIAL PHOTO, A0.0

Tree located here
directly above;
Sewer, fire
sprinkler, gas,
electrical and data
lines

Sewer, fire
sprinkler, electrical
and data lines

Gas line

WIRE
FENCE

BLDG. 4
3 BR

OPEN AIR PARKING
PARKING SPACES
\$198.81

COVERED PARKING
PARKING SPACES
\$172.32

OPEN AIR PARKING
PARKING SPACES
\$108.29

BLDG. II
2 BR

S. 80° 36' 09" W 367.22'

CONC
BLOCK
WALL

COVERED
PARKING

WOOD
FENCE

BLDG 2
2 BR

5 PARKING
SPACE \$44.22

6 PARKING
SPACES \$53.15

PRIVATE STREET

REC
CENTER

SLIDE

WHIRL

BASKET
BALL

WIRE
FENCE

RED
NG
SPACES

1 PARKING SPACES
\$66.39

1 PARKING SPACES
\$62.23

COVERED
PARKING

SLIDE

