GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 8th day of April, 2008, by and between the CITY OF PALO ALTO ("CITY"), and:

(Name) SYNlawn of Central California, Inc.

(Address) 4698 East Carmen (City)
Fresno

(State) CA (Zip) 93703 (Phone) 559-433-3375 ("CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. CONTRACTOR shall provide or furnish the services ("Services") described in the Scope of Services, attached as Exhibit A.

2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:

☑ “A” - Scope of Services, Terms, conditions and Specifications
☑ “B” - Schedule of Performance
☑ “C” - Compensation
☑ “D” - Insurance Requirements
☑ “E” - Discrimination Compliance Form
☑ “F” - Performance and/or Payment Bond
☑ “G” - Liquidated Damages

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. TERM.
(a) The term of this Agreement is from April 8, 2008 to June 30, 2008, inclusive, subject to the provisions of subsection 3.(b) and Section Q of the General Terms and Conditions.

(b) ☑ Option to extend. CITY has the right to extend the term of this Agreement for up to 1 additional one year periods (the "Additional Terms"), based upon the same conditions of the initial term, subject to adjustments for compensation as set forth in Section E of the General Terms and Conditions. CITY shall notify CONTRACTOR in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term. CITY's exercise of its right to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 4.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached as Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION. CITY shall pay and CONTRACTOR agrees to accept as not to exceed compensation for the full performance of the Services and reimbursable expenses, if any:
The total maximum lump sum compensation of three hundred ninety nine thousand nine hundred thirty nine dollars, ($399,939.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR’s proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. INVOICING. Send all invoices to the CITY, Attention: Project Manager. The Project Manager is: Joseph Vallaire
   Dept: Community Services, Golf and Parks Division,
   Telephone: 650-329-2175. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE. CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 6 above, these general terms and conditions and the attached exhibits.

B. QUALIFICATIONS. CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled “SERVICES,” and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR’s representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.

D. SUBCONTRACTORS. CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
E. COMPENSATION DURING ADDITIONAL TERMS. CONTRACTOR’s compensation rates may be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section above, may be increased by an amount not to exceed the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR’s compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR’s compensation rates shall be reflected in a written amendment to this Agreement.

F. TAXES AND CHARGES. CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR’s business.

G. COMPLIANCE WITH LAWS. CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.

H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY. CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR’s performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR’s performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR’s request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

I. WARRANTIES. CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of 5 years from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

J. MONITORING OF SERVICES. CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR’s work is completed in a satisfactory manner and complies with the provisions of this Agreement.

K. CITY’S PROPERTY. Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.

L. AUDITS. CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR’s records pertaining to matters covered by this Agreement.
CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.

M. NO IMPLIED WAIVER. No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.

N. INSURANCE. CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described in Exhibit D. Insurance must be provided by companies with a Best's Key rating of A-:VII or higher and which are otherwise acceptable to the City's Risk Manager. The City's Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the City's Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to CITY's Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the CITY's Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

O. HOLD HARMLESS. To the fullest extent permitted by law and without limitation by the provisions of section F. relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution, arising out of, or resulting in any way from or in connection with the performance of this Agreement. The CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that the CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Contract.

P. NON-DISCRIMINATION. In the performance of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR agrees to meet all requirements of Palo Alto Municipal Code, Chapter 2.30 pertaining to nondiscrimination in employment, including completing the Non-Discrimination Compliance Form, attached hereto as Exhibit D, and incorporated herein by this reference.

Q. WORKERS' COMPENSATION. CONSULTANT, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
R. **TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days’ prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY, CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination if for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to Contractor’s failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.

S. **ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the CITY.

T. **CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no City Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.

U. **GOVERNING LAW.** This contract shall be governed and interpreted by the laws of the state of California.

V. **ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

W. **NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.
THIS AGREEMENT SHALL BECOME EFFECTIVE UPON ITS APPROVAL AND EXECUTION BY CITY. IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY, MONTH, AND YEAR FIRST WRITTEN ABOVE.

CITY OF PALO ALTO

Asst. City Manager (Required on contracts $25K & Over)

Purchasing Manager

Approved as to form:

Senior Assistant City Attorney

SYNLAWN OF CENTRAL CALIFORNIA

By:

Title: President

By:

Title: Secretary/Treasurer
EXHIBIT A
SCOPE OF SERVICES

1. GENERAL

1.01 DESCRIPTION

The WORK to be performed under this Agreement shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the Specifications and Drawings. The WORK shall be complete, and all work, materials, and services not expressly shown or called for in the Contract documents which may be necessary for the complete and proper construction of the WORK in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY. The CONTRACTOR shall also be responsible for construction coordination with other construction activities within the CITY.

1.02 WORK COVERED BY CONTRACT

The Scope of Work for this project includes, but is not limited to, removal and disposal of existing artificial turf in the Palo Alto Golf Course driving range, re-grade existing base and install new artificial turf. Under the Terms, Conditions and Specifications detailed in RFQ 125551 and attached herein and made a part of this Agreement.

2. SCOPE, SPECIFICATIONS, TECHNICAL AND GENERAL REQUIREMENTS

2.01 SCOPE of SERVICES

The scope of work for this project is for removal, and disposal of current artificial turf, preparation of base and installation of new turf to the driving range. All existing contours are to remain the same. The installation work will include furnishing of all materials and equipment for the completion of the installation of the artificial turf surface. The contractor will use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements of the methods needed for the proper performance of the work of this project. Installation of artificial turf materials shall be by a qualified artificial turf contractor, per manufacturer's specifications. The installation will be done as to comply fully with manufacturer's and fabricator's instructions for installation, including each step in sequence.

1. Work Scheduling:
CONTRACTOR will meet with the Golf Course superintendent prior to work commencing to discuss and verify the work schedule and timing, access to the site with staff and equipment, storage for materials and storage, safety issues and other pertinent information relative to this project.

2. Damage:
The contractor will take precautions not to damage turf or irrigation, however the City will take responsibility for repairs caused by the work.

3. Project Coordination:
This project will take place simultaneously with the driving range net replacement project. Contractor will provide access and coordinate with the netting contractor prior to and during all the work on the driving range.

4. Insurance Requirements
Contractors to the City of Palo Alto, at their sole expense shall obtain and maintain insurance for the term of the contract. Contractors will be required to provide a certificate evidencing the insurance and naming the city as an additional insured. The certificate of insurance must be completed and executed by an authorized representative of the company providing insurance, filed with the city, and approved by the city before contract will be considered complete as respects to insurance.

The City requires all contractors to provide a certificate of insurance in the amount of at least 1,000,000.

5. Contractor’s License Requirements
Subject to verification of good standing, CONTRACTOR shall submit a copy of its current contractor’s license as issued by the State of California under Chapter 9 of Division III of the California Business and Professions Code (Section 70000 et seq). CONTRACTOR shall possess a valid contractor’s license in the following category:

A. Class A (General Engineering), or, California Contractors License, C-27, Landscaping

3. SPECIFICATIONS

1. Artificial Turf Minimum or Equal Qualifications (Specifications):

   Integral Color: Range Field/Fairway-Verde (medium) Green
   Pile Height: 1 12/32" to 1 1/2" inch
   Turf resistant to mildew, rot or dry rot, insects and fungus
   Permeability: 60-90 inches/hour / 55 gallons per sq. ft. per hour
   Face Weight: Minimum 16 oz per square yard
   All turf and backing materials shall be porous to prevent bubbling of the surface, prevent moisture retention and provide for positive drainage.
   Face fibers to withstand temperatures up to 180 degrees Fahrenheit.
   Co-efficiency of thermal expansion for fiber to be 225 degrees Fahrenheit.
   12 stitches per three inches
   Primary backing to be heat and ultra violet light stabilized woven polypropylene
   Backing: multi-layered polypropylene, coated with perforations
   Gauge: 3/4 inch
   Pile Yarn Type: UV-resistant polyethylene

CONTRACTOR shall examine work of aggregate base to receive synthetic turf and verify that it is in compliance with manufacturer’s recommendations to accept specified artificial surface materials and determine if the base and finished grade meet the tolerances for installation. The contractor will install artificial turf per manufacturer’s recommendation for installation over aggregate base. Contractor will sew all straight seams, butt and glue turf. Artificial turf will be cut
and glued around catch basins and concrete curb around driving range. Glue adhesive will be moisture cured, water resistant, strippable, non-staining type recommended by the manufacturer, with flame spread rating required for the turf installation. All gluing to concrete or turf will be done according to manufacturer’s recommendations. Artificial turf will be top dressed with the rate and materials recommended by the turf manufacturer for longest turf wear.

2. Warranty:
Manufacturer’s warranty for artificial turf materials shall be a minimum of 5 years from ultra-violet degradation, fading in excess of 15% of original color, rot, loss of more than 15% of fiber backing material and excessive wear. Warranty on installation and workmanship shall be for a minimum of 1 year.

4. TECHNICAL REQUIREMENTS
A. GENERAL SCOPE OF WORK

The specifications or scope of work included have been prepared to describe the standard of quality, performance, and other characteristics needed to meet City requirements.

B. INSPECTION

Inspection of work performed under this Agreement will be made by the Project Manager or designated open space staff. Inspections will be made as the work progresses at such intervals as are necessary to ensure compliance with the contract requirements. A final inspection by the project manager will be required before the project will be considered complete. Any accidents, damage, or work done outside the scope of work shall be reported to the project manager immediately. 100% of work will be inspected.

C. PAYMENT
Payment shall be made upon completion and acceptance of the work at the bid rate. If upon inspection, work does not meet the performance standards, rework will be required before payment is processed. No payment will be made for items of work not meeting the standards of performance. Partial payments can be made after inspection and acceptance by the Project Manager.

5. GENERAL REQUIREMENTS

A. TESTING LABORATORY SERVICES

PART I -- GENERAL

1.01 DESCRIPTION

   A. Work Included:

      1. Cooperate with the City’s selected testing agency and all others responsible for testing and inspecting the Work.
2. Provide "Certificates of Compliance" when required and such other testing and inspecting as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract.

B. Related Work:

1. Documents affecting Work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Requirements for testing are described in various Sections of these Specifications.

3. Where no testing requirements are described, but the City decides that testing is required, the City may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

C. Work Not Included:

1. Selection of testing laboratory: The City will select a pre-qualified independent testing laboratory.

2. Payment for initial testing: The City will pay for initial services of the testing laboratory as further described in Part 4 of this Section.

PART 2---QUALITY ASSURANCE

A. The testing laboratory will be approved by the City.

B. Testing, when required, will be in accordance with the selected standards of either the American Society for Testing and Materials or the State of California, Department of Transportation, Transportation Laboratory Testing Manual when specified (latest edition).

C. PRODUCT HANDLING
Contractor shall promptly process and distribute required copies of test reports and related instructions for the "Certificate of Compliance" to allow necessary retesting and/or replacement of materials with the least possible delay in progress of the Work.

D. COOPERATION WITH TESTING LABORATORY

1. Representatives of the testing laboratory shall have access to the Work at all times and all locations where the Work is in progress. Contractor shall provide such access to enable the laboratory to perform its functions properly.
2. TAKING SPECIMENS

A. All specimens and samples for testing, unless otherwise provided in the Contract, shall be taken by the testing personnel. All sampling equipment and Personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

3. SCHEDULES FOR TESTING

A. Establishing Schedule:

1. By advance discussion with the testing laboratory selected by the City, determine the time required for the laboratory to perform its tests and to issue each of its findings.

2. Provide no less than 48 hours notice to the Engineer that testing will be required and provide all required time within the construction schedule to perform necessary testing.

B. Revising schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

C. Adherence to schedule: When the testing laboratory is ready to test, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for test is attributable to the delay may be back-charged to the Contractor and shall not be borne by the City.

PART 3 -- MEASUREMENT AND PAYMENT

3.01 INITIAL TESTING SERVICE
Except where testing needs to be performed by the Contractor (for example, for a "Certificate of Compliance"), the City will pay for initial testing services request by the City.

3.02 RETESTING
When initial tests indicate non-compliance with the Contract, subsequent retesting required by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the City from the Total Contract Amount.

3.03 CONTRACTOR’S CONVENIENCE TESTING
Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

END OF SECTION
B. PROJECT SCHEDULING

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section describes the scheduling procedures for the work in this project.

PART 2 - PRODUCTS (Not Required)

PART 3 - EXECUTION

3.01 WORK SCHEDULE

A. The Contractor is required to provide the Project Manager with an accurate schedule of construction activity at least two weeks in advance of said activity. The CONTRACTOR shall follow the overall progress schedule that indicates the critical path to prepare the weekly schedules. The schedules will be submitted at each Weekly Project Meeting.

B. The Contractor shall submit an updated baseline schedule attached to each months progress payment invoice...coordinate the sequence of operations with the Project Manager. Any changes shall be given at least 48 hours advance notice to the Project Manager.

3.02 COORDINATION BETWEEN THE CONTRACTOR AND PROJECT MANAGER

A. The Contractor shall coordinate the sequence of operations (i.e., removal of existing artificial turf, stockpile, installation of new artificial turf) with the Project Manager. The Contractor shall notify the Project Manager of any changes at least 48 hours in advance.

B. The Contractor shall coordinate the artificial turf replacement work with the installation of the deflector net Contractor. No work shall commence unless coordination between the Contractors are agreed and shown an approved schedule by the Project Manager.

PART 4 - MEASUREMENT AND PAYMENT

4.01 DESCRIPTION

Payment for work required in this section shall be included in the prices paid for the various items of work involved.

C. SUBMITTALS

PART 1 -- GENERAL
1.01 DESCRIPTION

A. Work included: Make submittals required by the Contract, and revise and resubmit as necessary to reestablish compliance with the specified requirements.

B. Related Work:

1. Documents affecting work of this Section include, but are not limited to General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Individual requirements for submittals are also described in pertinent Sections of these Specifications.

C. Work not included: Submittals not specifically required by the Project Specifications of the Project Manager will not be reviewed by the Project Manager

1.02 QUALITY ASSURANCE

A. Coordination of Submittals:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.

2. Verify that each item and the submittal for it conform in all respects with the specified requirements.

3. By affixing the Contractor’s signature to each submittal, certify that this coordination has been performed.

B. “Or equal”

1. All “or equal”, or “equal as approved by the Project Manager”, must be approved as equal prior to the use of materials, equipment or method by the Project Manager. “Or equal” items will be considered only when substantiated by the Contractor’s submittal of required data within 15 calendar days after award of the Contract.

2. The decision of the Project Manager shall be final.

1.03 SUBMITTAL
A. Make submittal of samples, and other items in accordance with the provisions of this Section.

PART 2 -- PRODUCTS

2.01 MANUFACTURERS' LITERATURE

A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the content are being submitted for review.

B. Submit the number of copies which are required to be returned, plus two copies which will be retained by the Project Manager.

2.02 SAMPLES

A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of Submittals" below.

B. Number of Samples required:

1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus two which will be retained by the Project Manager.

2. By pre-arrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Project Manager.

C. The Contractor shall submit the following to the Project Manager:

1. Sample of each color of artificial turf to be used: 12 inch square each, complete with all the backing

2. Sand for top-dressing of artificial turf: one-half (1/2) pound samples

PART 3 -- EXECUTION

3.01 IDENTIFICATION OF SUBMITTALS

A. Consecutively number all submittals utilizing the submittal document provided by the City at the Pre-Construction meeting.
1. When material is being resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.

2. On re-submittals, cite the original submittal number for reference.

B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.

D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Project Manager for his review upon request.

3.02 GROUPING SUBMITTALS

A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking items when it is received.

1. Partial submittals may be rejected as not complying with the provisions of the Contract.

2. The Contractor may be held liable for delays so occasioned.

3.03 TIMING OF SUBMITTALS

A. Unless specifically stated elsewhere in these Specifications make submittals in advance of ordering the materials to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.

B. In scheduling, allow at least 21 calendar days for review by the Project Manager following his receipt of the submittal.

3.04 PROJECT MANAGER’S REVIEW

A. Review by the Project Manager does not relieve the Contractor from responsibility for errors which may exist in the submitted data.

B. Revision:

1. Make revisions required by the Project Manager.
2. Make only those revisions directed or approved by the Project Manager.

PART 4 -- MEASUREMENT AND PAYMENT

A. Payment for work required in this section shall be included in the prices paid for the various items of work involved.

D. CONTRACT CLOSEOUT

PART 1 -- GENERAL

1.01 WORK INCLUDED

A. This Section describes contract closeout procedures including:

1. Substantial completion.

2. Final cleaning.

3. Final completion.

PART 2 -- PRODUCTS (not required)

PART 3 -- EXECUTION

3.01 SUBSTANTIAL COMPLETION

A. When Contractor considers the Work to be substantially completed, the contractor shall submit a written notice to the City.

B. Within a reasonable time, the Project Manager will review the project for conformance to these specifications. If the Project Manager determines Work is substantially complete, a Certificate of Substantial Completion with a punch list of items to be completed or corrected prior to a final inspection will be issued as specified in Paragraph 14.8 of the General Conditions.

1. If the Project Manager determines Work is not substantially complete, City will notify Contractor in writing list item(s) that are not substantially complete. Contractor shall remedy deficiencies and send a second written notice of substantial completion; Project Manager will re-inspect Work.

2. The Contractor shall pay for Project Manager's time and direct expenses when more than two substantial completion inspections
are required

3.02 FINAL CLEANING

A. The Contractor shall complete a final cleaning prior to final inspection.
   1. The site shall be cleaned and all slurry sealed areas shall be swept.
   2. All waste, surplus materials, and rubbish shall be removed from the project site.

3.03 FINAL COMPLETION

A. When the Work is complete, the Contractor shall submit a written certification that:
   1. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected, and
   2. Work is complete and ready for final inspection.

B. Special Submittals: In addition to submittals required by Contract, the Contractor shall submit the following:
   1. A final statement of accounting giving total adjusted Contract Amount, previous payments, and sum remaining due.

C. Within a reasonable time, the Project Manager will make the final inspection.

D. Should the Project Manager determine that the work is not complete, Contractor will be promptly notified with a written punch list of items that are not acceptable.

E. When the Project Manager determines work is complete, the final payment to the Contractor will be made as specified in Paragraph 14.13 of the General Conditions.

PART 4 -- MEASUREMENT AND PAYMENT

A. Payment for work required in this section shall be included in the prices paid for the various items of work involved.

E. SITE MAINTENANCE AND CLEANUP

PART 1 -- GENERAL
1.01 DESCRIPTION

A. Work included:
   1. Throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.
   2. Tie-out marking removal.

B. Related Work:
   1. Documents affecting work of this Section include, but are not necessarily limited to, the General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
   2. In addition to standards described in this Section comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

1.02 QUALITY ASSURANCE

A. A daily inspection, and more often if necessary, shall be conducted by the Project Manager to verify that requirements for cleanliness are being met.

B. In addition to the standards described in this Section, the Contractor shall comply with pertinent requirements of other governmental agencies having jurisdiction over this Work.

PART 2 -- PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

A. The Contractor shall provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

PART 3 -- EXECUTION

3.01 PROGRESS CLEANING

A. General
   1. Any stored items shall be placed in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
   2. The accumulation of scrap, debris, waste material and other items not required for construction of the Work shall not occur.

B. Site:
   1. The Contractor shall inspect the site on a daily, and more often if
necessary, basis and insure that all scrap, debris, and waste material is removed.

2. The Contractor shall maintain the site in a neat and orderly condition at all times. Both public and private areas shall be cleaned of all materials attributed to or involved in the Work on a daily basis. It is especially important for subcontractors performing concrete work to insure that the site is left in a safe condition everyday, especially from loose lumber, nails and metal clips.

3.02 FINAL CLEANING

A. The Contractor shall insure that all tools, surplus materials and soil, equipment, scrap, debris, and waste are removed from the project sites and storage area prior to the final inspection. If this has not been done satisfactorily in the Engineer's estimation, the final progress payment and/or retention payment may be held up until it has been satisfactorily resolved. If the Contractor does not satisfactorily resolve this issue and it extends past the end of the contract time, the Contractor may be liable for liquidated damages.

B. Site:

1. Completely remove netting and resultant debris.

C. Schedule final cleaning as approved by the Project Manager to enable the City to accept completely clean Work.

PART 4 -- MEASUREMENT AND PAYMENT

A. Payment for work required in this section shall be included in the prices paid for the various items of work involved.
EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services in a timely manner agreed to by mutual consent of CONTRACTOR and CITY.

WORK SCHEDULE

A. The Contractor is required to provide the Project Manager with an accurate schedule of construction activity at least two weeks in advance of said activity. The CONTRACTOR shall follow the overall progress schedule that indicates the critical path to prepare the weekly schedules. The schedules will be submitted at each Weekly Project Meeting.

B. The Contractor shall submit an updated baseline schedule attached to each months progress payment invoice. Coordinate the sequence of operations with the Engineer. Any changes shall be given at least 48 hours advance notice to the Engineer.
EXHIBIT C
SCHEDULE OF FEES

CITY shall compensate CONTRACTOR for performance of the Services according to the following schedule, with the maximum amount of compensation not to exceed three hundred ninety nine thousand nine hundred thirty nine dollars ($399,939.00):

The maximum amount of compensation to be paid to Contractor, including both payment for services and reimbursable expenses, shall not exceed three hundred ninety nine thousand nine hundred thirty nine dollars ($399,939.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

<table>
<thead>
<tr>
<th>DESCRIPTION OF TASK</th>
<th>NOT TO EXCEED COMPENSATION PER TASK INCLUDING REIMBURSABLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item 1</td>
<td>$ 60,000.00</td>
</tr>
<tr>
<td>Removal and disposal of Existing turf</td>
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</tr>
<tr>
<td>Bid Item 2</td>
<td>$ 12,838.00</td>
</tr>
<tr>
<td>Site Preparation</td>
<td></td>
</tr>
<tr>
<td>Bid Item 3</td>
<td>$ 327,101.00</td>
</tr>
<tr>
<td>Provision of and installation new artificial turf</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td>$399,939.00</td>
</tr>
</tbody>
</table>
D. Bidders' Bid Pages

In accordance with the requirements contained in Section I – Request for Quotation and Bidder Required Information, please quote price and availability on the items listed below.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION, WITH LUMP SUM PRICE IN WORDS (PRICE IS INCLUSIVE OF ALL APPLICABLE TAXES &amp; DELIVERY CHARGES)</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>1</td>
<td>LUMP SUM PRICE</td>
<td>Labor, equipment, material, and transportation to REMOVE AND DISPOSE OF CURRENT ARTIFICIAL TURF AT PALO ALTO GOLF COURSE DRIVING RANGE (LUMP SUM Price in words: <strong>Sixty Thousand.</strong>)</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>002</td>
<td>1</td>
<td>LUMP SUM PRICE</td>
<td>Labor, equipment, material, and transportation to grade and prepare base surface for installation of new artificial turf. (LUMP SUM Price in words: <strong>Twelve Thousand Eight Hundred Thirty Eight.</strong> )</td>
<td>$12838.00</td>
</tr>
<tr>
<td>003</td>
<td>1</td>
<td>LUMP SUM PRICE</td>
<td>Labor, equipment, material, and transportation to PROVIDE AND INSTALL NEW ARTIFICIAL TURF AT PALO ALTO GOLF COURSE DRIVING RANGE (LUMP SUM Price in words: <strong>Three Hundred Twenty Seven Thousand One Hundred and One.</strong> )</td>
<td>$327,101.00</td>
</tr>
</tbody>
</table>

Grand Total (items 001 – 003) $399,939.00

Name of Firm: **SYNLawn of Central California Inc.**

Authorized signature: [Signature]

Name and Title: **President**

In addition to price, the City shall consider the quality of supplies previously provided by and the quality of services previously provided by the Bidder, the financial qualifications of, and the work experience of, the Bidder in determining the Lowest Responsible Bidder. This information may be obtained from references and the City's experience with the Bidder.

A responsible bidder who submitted the lowest bid as determined by this section and who best fits the other criteria may be awarded the contract, if it is awarded.

**Bid Security**

Bidders shall submit a Bid Security in the amount of not less than Ten percent (10%) of the aggregate amount of the Bid. Bid security shall be submitted with the bid and shall be in the form of a certified check, cashier's check or surety bond.
### ACORD™ CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER:** Dibuduo & Defendis Insurance Brokers, LLC  
(530) 432-0222  
License #002099  
P.O. Box 5479  
Fresno, CA 93755-5479

**INSURED:** Synlawn of Central California  
4698 E. Carmen  
Fresno, CA 93703-

**DATE (MMDYYYYY):** 2/20/2008

**CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE:** NAIC #

- **INSURER A:** Allied Group
- **INSURER B:** Endurance Workers Compensation Insur
- **INSURER C:**
- **INSURER D:**
- **INSURER E:**

### COVERAGE:

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSURED LIMIT</th>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A X</td>
<td>X</td>
<td>GENERAL LIABILITY</td>
<td>ACP7802798226</td>
<td>7/10/2007</td>
<td>7/10/2008</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>RENTED PREMISES (EA occurrence) $100,000</td>
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<td></td>
<td>MED EXP (Any one person) $5,000</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td></td>
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<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<td></td>
<td>PRODUCTS - COMBINED LOC INCLUDED</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>ACP7802798226</td>
<td>7/10/2007</td>
<td>7/10/2008</td>
<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
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<td></td>
<td>BODILY INJURY (Per accident)</td>
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<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
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<td>AUTO ONLY - EA ACCIDENT</td>
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<td>OTHER THAN AUTO - EA ACCIDENT</td>
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<td></td>
<td>EACH OCCURRENCE</td>
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<td>AGGREGATE</td>
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<td></td>
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</tr>
<tr>
<td>B</td>
<td></td>
<td>WORKERS COMPENSATION</td>
<td>WEN100270001</td>
<td>2/1/2009</td>
<td>2/1/2009</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>EMPLOYERS’ LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:

10-day notice of cancellation applies for non-payment of premium.

Certificate Holder: City of Palo Alto, its council members, officers, agents & employees. // Certificate holder is named as Additional Insured with respect to general liability per attached form CG 7057 3/96. Primary & Non-Contributory applies.

RE: Palo Alto Municipal Golf Course, 1975 Embarcadero, Palo Alto, CA

### CERTIFICATE HOLDER:

City of Palo Alto  
Mezzanine Civic Center  
250 Hamilton Ave MS-MB  
Palo Alto, CA 94301-

### CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative:  

© ACORD CORPORATION 1988  
ACORD 25 (2001/08)
ALLIED INSURANCE GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS – SCHEDULED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Palo Alto
Mezzanine Civic Center
250 Hamilton Ave MS-MB
Palo Alto, CA 94301-

Project Name & Location:
Certificate Holder: City of Palo Alto, its council members, officers, agents & employees.
Certificate holder is named as Additional Insured with respects to general liability per attached
form CG 7057 3/96. Primary & Non-Contributory applies.

(If no entry appears above, information required to complete this endorsement will be shown in
the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured, the person or
organization shown in the Schedule, but only with respect to acts or omissions of the named
insured in the connection with the named insured’s ongoing operations.

As respects coverage provided by this endorsement to the person or organization shown in the
schedule, coverage does not apply to “bodily injury” to an “employee” of the named insured.
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
Section II.

CERTIFICATION OF NONDISCRIMINATION FORM

CITY OF PALO ALTO: CERTIFICATION OF NONDISCRIMINATION

Project: Artificial Turf Replacement at Golf Course Driving Range

Certification of Nondiscrimination: As suppliers of goods and/or services to the City of Palo Alto in excess of $5,000, the firm, contractor or individual(s) listed below certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

Firm: SYNLawn of Central Calif Inc DATE: 02/26/08

Title of Officer Signing: President

Signature: [Signature]
EXHIBIT F

SECTION II-FORM 610 CONTRACTOR'S PERFORMANCE BOND

Contractor's Performance Surety Bond

WHEREAS, the City Council of the City of Palo Alto, State of California ("City") and  
("Principal") have entered into an agreement dated _______, and identified as _______TBD______,  
which is hereby referred to and made a part hereof whereby Principal agrees to install and complete  
certain designated public improvements; and

WHEREAS, Principal is required under the terms of said agreement to furnish a surety bond for the  
faithful performance of said agreement.

NOW, THEREFORE, Principal and ________________________________________________, as  
Surety, incorporated under the Laws of the State of __________________________________, and  
duly authorized to transact business as an admitted surety, under the Laws of the State of  
California, are held and firmly bound unto City in the penal sum of _________________________  
($_______), for the payment whereof Principal and Surety bind  

themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

The condition of this obligation is such that if the Principal, Principal's heirs, executors, administrators,  
successors, or assigns shall promptly and faithfully keep and perform the covenants, conditions, and  
provisions of the above-mentioned agreement and any alteration thereof, with or without notice to the  
Surety, and if Principal shall satisfy all claims and demands incurred under such agreement and shall  
fully protect, indemnify, defend, and hold harmless City, its officers, agents, and employees from all  
claims, demands, or liabilities which may arise by reason of Principal's failure to do so, and shall  
reimburse and repay City all outlay and expenses which City may incur in making good any default,  
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

As part of the obligations secured hereto, and in addition to the face amount specified therefor, there  
shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees  
incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in  
any judgment rendered. Surety shall be liable for any liquidated damages for which the Principal may  
be liable under its agreement with the City, and such liquidated damages shall be part of the  
obligations secured hereto, and in addition to the face amount specified therefor.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to  
the terms of the agreement or to the work to be performed thereunder or the specifications  
accompanying the same, shall in any way affect its obligations on this bid security, and it does hereby  
waive notice of any such change, extension of time, alteration, or addition to the terms of the  
agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Surety above named on  
__________________ 2007.

SURETY, __________________________ PHONE NUMBER: ________________________

BY: ________________________________ Its: _________________________________

Contractor: ___________________________
CERTIFICATE OF ACKNOWLEDGMENT

(Civil Code § 1183)

STATE OF _________________________

COUNTY OF _______________________

On ________________________, before me, ________________________, a notary public in and for
said County, personally appeared ________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature __________________________ (Seal)
Section II

Contractor's Payment (Labor and Materials) SURETY BOND

WHEREAS, the City Council of the City of Palo Alto State of California ("City") and 
("Principal"), have entered into an agreement dated ________________, and identified as 
TBD, which is hereby referred to and made a part hereof, whereby Principal 
agrees to install and complete certain designated public improvements; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the 
performance of the work to file a good and sufficient payment surety bond with the City of Palo Alto to 
secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Park 4 of 
Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and ________________________________, as 
Surety, incorporated under the laws of the State of ____________________________, and duly 
authorized to transact business as an admitted surety, under the Laws of the State of California, are 
held and firmly bound unto City in the penal sum of ________________ ($_________), for the payment whereof Principal and Surety bind themselves, their heirs, 
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal, Principal's subcontractors, heirs, executors, 
administrators, successors, or assigns shall fail to pay any of the persons, companies, or 
corporations, referred to in Section 3181 of the California Civil Code, as amended, with respect to any 
work of labor performed or materials supplied by any such persons, companies, or corporations, 
which work, labor, or materials are covered by the above-mentioned agreement and any 
amendments, changes, change order, additions, alterations, or modifications thereof, or any amounts 
due under the California Unemployment Insurance Code with respect to such work or labor, or for any 
amounts required to be deducted, withheld, and paid over to the Employment Development 
Department from the wages of employees of the contractor and his subcontractors pursuant to 
Section 13020 of the Unemployment Insurance Code, as amended; with respect to such work and 
labor, the Surety will pay for the same, in an amount not exceeding the sum herein above specified, 
and also, in case suit is brought upon this bid security, the Surety will pay a reasonable attorney's fee 
to be fixed in court.

It is hereby expressly stipulated and agreed that this surety bond shall inure to the benefit of any and 
all persons, companies, and corporations entitled named in Section 3181 of the California Civil Code, 
as amended, so as to give a right of action to them or their assigns in any suit brought upon this 
surety bond.

The Surety hereby stipulates and agrees that no amendment, change, order, addition, alteration, or 
modification to the terms of the agreement of to the work to be performed thereunder or the 
specifications accompanying the same, shall in any way affect its obligations on this surety bond, and 
it does hereby waive notice of any such amendment, change, change order, addition, alteration, or 
modification to the terms of the agreement or to the work performed thereunder or to the 
specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Surety above named on 
__________, 2007.

SURETY, ______________________________ PHONE NUMBER: __________________

BY: ______________________________ Its: __________________

Contractor: ______________________________
CERTIFICATE OF ACKNOWLEDGMENT

(Civil Code § 1189)

STATE OF ____________________

COUNTY OF ____________________

On ____________________, before me, ____________________, a notary public in and for said County, personally appeared ____________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature ___________________________________________ (Seal)
EXHIBIT G

LIQUIDATED DAMAGES

It is mutually agreed by Contractor and City that if completion of the Services to be provided by the Contractor under this Agreement is delayed beyond the time specified in the Schedule of Performance, plus any authorized extensions of time, City will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. Accordingly, City and Contractor, agree, as a method to fix the damages and not as a penalty, that in the event of any such failure to perform, the amount of damage which shall be sustained by City will be the sum of $100.00 for each and every calendar day during which the Services remain uncompleted beyond the time specified for completion, plus any authorized extension of time. Should Contractor fail to pay the liquidated damages to City, Contractor agrees that City may deduct and withhold the amount of the unpaid damages from any amounts due or that may become due to Contractor under this Agreement.

BY PLACING THEIR INITIALS BELOW, CITY AND CONTRACTOR ACKNOWLEDGE THAT THE AMOUNT SET FORTH ABOVE HAS BEEN AGREED UPON AS THE PARTIES’ REASONABLE ESTIMATE OF CITY’S DAMAGES.

CITY

CONTRACTOR
<table>
<thead>
<tr>
<th>List of Bidders (Company Name)</th>
<th>Request for Quotation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>123551</td>
</tr>
<tr>
<td>Title</td>
<td>Artificial Turf Replacement at Golf Course Driving Range</td>
</tr>
<tr>
<td>Date</td>
<td>2/26/2008</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Base Bid Total</th>
<th>Alternate #1</th>
<th>Alternate #2</th>
<th>Alternate #3</th>
<th>Grand Total</th>
</tr>
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</table>

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<tr>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>$399,995.00</td>
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<tr>
<td>$421,120.00</td>
</tr>
<tr>
<td>$23,650.00</td>
</tr>
<tr>
<td>$400,000.00</td>
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Section II.

CERTIFICATION OF NONDISCRIMINATION FORM

CITY OF PALO ALTO: CERTIFICATION OF NONDISCRIMINATION

Project: Artificial Turf Replacement at Golf Course Driving Range

Certification of Nondiscrimination: As suppliers of goods and/or services to the City of Palo Alto in excess of $5,000, the firm, contractor or individual(s) listed below certify that they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

Firm: SYNLawn of Central Calif Inc DATE: 02/26/08

Title of Officer Signing: President

Signature: [Signature]

050809 sm 0100394