CITY OF PALO ALTO CONTRACT NO. C08126623

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
BRUCE BEASLEY
FOR PROFESSIONAL SERVICES
DESIGN AND CREATION OF SCULPTURE WITH WATER ELEMENT

This AGREEMENT is entered into November 12, 2008, by and between the
CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California
("CITY"), and Bruce Beasley, Artist and sole proprietor, located at 322 Lewis Street, Oakland, CA
94607-1236, (PH) 510-836-1414 ("CONSULTANT" and/or "ARTIST").

RECAPALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to install a sculpture with a water element at the site of the fountain located on
California Avenue, Palo Alto ("Project") and desires to engage a consultant to design, create and
install the Fountain in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise,
qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the
Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and
conditions, this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in
Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The
performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution,
November 12, 2008 through December 31, 2011 or upon completion of the services in accordance
with the Schedule of Performance attached as Exhibit "B", whichever occurs first, unless terminated
earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of
Services under this Agreement. CONSULTANT shall complete the Services within the term of this
Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part
of this Agreement. Any Services for which times for performance are not specified in this Agreement
shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner
based upon the circumstances and direction communicated to the CONSULTANT. CITY’s
agreement to extend the term or the schedule for performance shall not preclude recovery of damages
for delay if the extension is required due to the fault of CONSULTANT.
SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed one hundred ninety thousand Dollars ($190,000.00). The applicable rates and schedule of payment are set out in Exhibit “C”, entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit invoices to the CITY describing the services performed and the applicable charges (including, if applicable, an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 12 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.
SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY’s stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Bruce Beasley as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and as the project coordinator to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City’s project manager is Linda Craighead, Community Services Department, Arts and Culture Division, Art Center, Palo Alto, CA 94303, Telephone: 650-329-2519. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.
SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D".
CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT,
CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager.

To CONSULTANT: Attention: Bruce Beasley
322 Lewis Street
Oakland, CA 94607-1236

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT 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 the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 23. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section

Professional Services
Revised 10/18/07

08054
2.30.510 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit “E.” (Not applicable to sole proprietor).

SECTION 24. MISCELLANEOUS PROVISIONS.

24.1. This Agreement will be governed by the laws of the State of California.

24.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

24.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

24.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

24.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

24.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

24.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

24.8. 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 Agreement are no longer available. This Section 24.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

24.9. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized
24.8. 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 Agreement are no longer available. This Section 24.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

24.9. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date that above written.

CITY OF PALO ALTO

______________________________
Assistant City Manager

APPROVED AS TO FORM:

______________________________
Senior Asst. City Attorney

APPROVED:

______________________________
Director of Administrative Services

Attachments:
EXHIBIT “A”: SCOPE OF WORK
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “D”: INSURANCE REQUIREMENTS

Bruce Beasley
By
Name: Bruce Beasley
Title:

Professional Services
Revised 10/18/07
EXHIBIT “A”

SCOPE OF SERVICES

The City of Palo Alto’s Community Services Department, Arts and Culture Division, is seeking the services of an Artist to design, create and deliver a Sculpture to be placed at the site of the existing fountain on California Avenue, Palo Alto. Artist will be responsible for the design, including engineered drawings to be approved by CITY, provision of footprint of sculpture at site, creation of sculpture, storage and safe-keeping of sculpture, delivery and installation of sculpture at designated site.

SCOPE OF WORK

1. Artist to develop, and have engineered, drawings of sculpture- at-site including four benches which will be submitted to Public Works Department.

2. City to approve engineered drawings.

3. Artist to provide the footprint of the sculpture-at-site to Public Works so that Public Works can prepare the site to receive the sculpture.

4. Artist to purchase granite from China and ship to his studio in Oakland, CA.

5. Artist to create and store sculpture at his studio in Oakland until site is ready to receive the installation of the sculpture.

6. Artist to arrange for and contract with transportation vendor for delivery of sculpture to site.

7. Artist to arrange for and contract with installer to install sculpture on site.

8. Artist to supervise the delivery and installation of the sculpture at site.
EXHIBIT “B”

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

TENTATIVE TIMELINE:

9. Artist to develop, and have engineered, drawings of Fountain-at-site including four benches which will be submitted to Public Works Department. Late Nov 08

10. City to approve engineered drawings. Late Nov 08

11. Artist to provide the footprint of the Fountain-at-site to Public Works so that Public Works can prepare the site to receive the Fountain. Late Nov 08

12. Artist to purchase granite from China and ship to his studio in Oakland, CA. 180 days*

13. Artist to create and store Fountain at his studio in Oakland until site is ready to receive the installation of the Fountain. 180 days*

14. Artist to arrange for and contract with transportation vendor for delivery of Fountain to site. tbd

15. Artist to arrange for and contract with installer to install Fountain on site. tbd

16. Artist to supervise the delivery and installation of the Fountain at site. 240 days**

* After receiving first payment
**After receiving first payment. Dates subject to change due to site preparation and coordination with Public Works.
EXHIBIT “C”

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed $190,000.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount.

COMPENSATION SCHEDULE

| Payment 1 – After City approval of engineered drawings | $80,000.00 |
| Payment 2 - February 2009 | $60,000.00 |
| Payment 3 – February 2010 | $50,000.00 |
ACORD CERTIFICATE OF LIABILITY INSURANCE

Producer
Oliveira & Arnold Insurance
Brokers, Inc. License #0608527
6222 Thornton Ave.
Newark CA 94560
Phone: 510-793-4567 Fax: 510-794-9987

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

INJURED
Bruce Beasley
322 Lewis Street
Oakland CA 94607

INSURERS AFFORDING COVERAGE
INSURER A: Scottsdale Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

NAIC #

COVERAGES

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.

INSURED LTR INSUR TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION DATE (MM/DD/YY) LIMITS

A X GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

CLAIMS MADE X OCCUR

GENTL AGGREGATE LIMIT APPLIES PER POLICY

POLICY LOC

PHYS LIMITS

1X CLAIMS MADE

11/08/07 11/08/08

EACH OCCURRENCE $1,000,000

TOWAGE TO PREVENTED PREMISES (Ex occurrence) $100,000

MED EXP (Any one person) $5,000

PERSONAL & ADV INJURY excluded

GENERAL AGGREGATE $2,000,000

PRODUCTS - COMPRO AGG $2,000,000

AUTOMOBILE LIABILITY

ANY AUTO

ALL OWNED AUTOS

SCHEDULED AUTOS

HIRED AUTOS

NON-OWNED AUTOS

GARAGE LIABILITY

ANY AUTO

EXCESSUMBRELLA LIABILITY

CLAIMS MADE

DEDUCTIBLE

RETENTION

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

If yes, describe under SPECIAL PROVISIONS below

OTHER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDOURSEMENT / SPECIAL PROVISIONS

Certificate holder is named additional insured. *10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

City of Palo Alto
Attn: Purchasing
250 Hamilton Avenue
P.O. Box 10250
Palo Alto CA 94303

CANCELLATION

1234567

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENSURE TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPEL NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)©ACORD CORPORATION 1998
CITY OF PALO ALTO CONTRACT NO. C09128601

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
AARON GARFINKEL LANDSCAPES INC.
FOR PROFESSIONAL SERVICES
CALIFORNIA AVENUE FOUNTAIN REPLACEMENT PROJECT

This AGREEMENT is entered into November 17, 2008, by and between the CITY
OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and
AARON GARFINKEL LANDSCAPES INC., A CALIFORNIA CORPORATION, located at 6429
Cooper Street, Felton, CA 95018 (PH) 831-335-3996 ("CONSULTANT").

RECATALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to replace existing fountain located on California Avenue with a New
Sculpture which includes a water element ("Project") and desires to engage a consultant to assist in
the design and creation of the water element and the installation of the new sculpture ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise,
qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the
Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and
conditions, this Agreement, the parties agree:

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performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution
through October 31, 2009, or completion of the services, whichever occurs first, unless terminated
earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of
Services under this Agreement. CONSULTANT shall complete the Services within the term of this
Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part
of this Agreement. Any Services for which times for performance are not specified in this Agreement
shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner
based upon the circumstances and direction communicated to the CONSULTANT. CITY’s
agreement to extend the term or the schedule for performance shall not preclude recovery of damages

Professional Services
Revised 10/18/07
for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed Thirty Thousand Five Hundred Dollars ($30,500.00). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed Thirty Five Thousand Five Hundred Dollars ($35,500.00). The applicable rates and schedule of payment are set out in Exhibit “C”, entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives
notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design
documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors,
omissions or ambiguities discovered prior to and during the course of construction of the Project.
This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works
project, CONSULTANT shall submit estimates of probable construction costs at each phase of
design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%)
of the CITY’s stated construction budget, CONSULTANT shall make recommendations to the CITY
for aligning the PROJECT design with the budget, incorporate CITY approved recommendations,
and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing
the Services under this Agreement CONSULTANT, and any person employed by or contracted with
CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an
independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of
CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or
transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations
hereunder without the prior written consent of the city manager. Consent to one assignment will not
be deemed to be consent to any subsequent assignment. Any assignment made without the approval
of the city manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement
without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any
compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning
compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a
subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of
the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Aaron Garfinkel,
President, as the project director to have supervisory responsibility for the performance, progress,
and execution of the Services and as the project coordinator to represent CONSULTANT during the
day-to-day work on the Project. If circumstances cause the substitution of the project director,
project coordinator, or any other key personnel for any reason, the appointment of a substitute project
director and the assignment of any new or replacement personnel will be subject to the prior
written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly
remove personnel who CITY finds do not perform the Services in an acceptable manner, are
uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to
the safety of persons or property.

3

Professional Services
Revised 10/18/07
The City’s project manager is Linda Craighead, Community Services Department, Arts and Culture Division, Palo Alto, CA 94303, Telephone: 650-329-2519. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1 To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2 Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3 The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision,
SECTI"N 1.8. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will
become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA  94303

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above.

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT 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 the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not
discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit “E.”

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1. This Agreement will be governed by the laws of the State of California.

23.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

23.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys’ fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

23.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

23.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

23.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

23.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

23.8. 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 Agreement are no longer available. This Section 23.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.
23.9. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

__________________________
City Manager

APPROVED AS TO FORM:

__________________________
Senior Asst. City Attorney

APPROVED:

__________________________
Director of Administrative Services

Attachments:

EXHIBIT “A”: SCOPE OF WORK
EXHIBIT “B”: SCHEDULE OF PERFORMANCE
EXHIBIT “C”: COMPENSATION
EXHIBIT “D”: INSURANCE REQUIREMENTS
EXHIBIT “E”: CERTIFICATION OF NONDISCRIMINATION

AARON GARFINKEL LANDSCAPES, INC.

By: [Signature]

Name: [Signature]

Title: Pres
EXHIBIT “A”

SCOPE OF SERVICES

I. Background

The City of Palo Alto intends to replace the existing Fountain located on California Avenue with a New Sculpture which includes a water element. This fountain site is located at the end of So. California Avenue (near the Caltrain California Avenue station) at the intersection of California Avenue and Park.

II. Scope of Work

Demolition
Drain, demolish and dispose of current fountain bowl, and the 16-foot circular base around the existing fountain. This fountain site is located at the end of So. California Avenue (near the Caltrain California Avenue station) at the intersection of California Avenue and Park. Remove any structural elements needed for installation of the new fountain.

Permits
Contractor shall obtain all necessary permits from the City of Palo Alto. Information on permits is available at the Development Center, 285 Hamilton Ave, Palo Alto, (650) 329-2496 or at http://www.city.palo-alto.ca.us/depts/pln/development_center/default.asp

Traffic Control & Cleaning
Contractor is responsible for any needed traffic control and for cleaning the site daily.

Design, Excavate and Install

Contractor shall design, engineer and install a new footing (at least 18-inches deep) for the pool to support the weight and dimensions of the granite sculpture (sculpture is 12-feet tall, 6-feet wide and 6-feet deep and approximately 12,000 lbs (photo attached). Calculations shall be verified and stamped by a Civil Engineer licensed to practice in the State of California.

Dig for the new pool fountain which varies in diameter from 9-feet to 11-feet (smaller than existing pool).

Contractor shall excavate, reinforce, pave/line, waterproof and finish the pool.

Contractor shall install new or shall utilize existing plumbing (3” SCH 80 PVC pipe) if in suitable condition, and electrical support components needed to operate the sculpture fountain. This includes any new pipe, valves, equipment controls, timers, electrical panels, conductors and conduit.

Contractor shall size and install new or rebuilt pump, using existing motor, and any related equipment needed to move the water through the fountain.

Contractor shall install granite sculpture (which will be delivered to the site by the Artist) into pool and set and install outer circle of stones circling pool. Stones will be provided and delivered
to the site by the Artist and vary in shape and height.

**Concrete**
Contractor shall repair the area around the perimeter of the fountain site, created by the smaller footprint of the new fountain and pool, to its original condition.

At all locations where new concrete will be installed to abut existing concrete, the existing concrete shall be saw-cut to conform to the line of abutment. Such cutting shall be done in a manner that spalling and cracking of the existing concrete which is to remain in place is avoided. Any concrete shall have strength as specified by the artist’s engineer or by the City of Palo Alto Standard Specifications and shall match surrounding area as much as possible. The Contractor shall provide and pay for testing to verify the concrete strength. All damaged concrete which is to remain in place shall be replaced at the Contractor’s expense. The saw-cut shall be to the full depth of the existing concrete.

**Disposal**
Abandoned utilities or equipment shall be removed and the area repaired unless otherwise directed by the City.

All removed equipment, unless otherwise stated, will become the property of the Contractor. Disposal of all concrete, materials and equipment shall be at the Contractor’s expense.

**Notes:**

* Artist will be available to provide installation direction.
EXHIBIT “B”

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services detailed in the Phase Descriptions below. CONSULTANT will work in conjunction with Artist and City Project Manager to define timeframes for start and completion of each phase described below.

Phase 1 – Design pool with footing to be verified & stamped by a civil engineer licensed to practice in the State of California.

Obtain all necessary permits from the City of Palo Alto.

Phase 2 – Install temporary fencing to enclose entire work area.

Drain, demolish and dispose of the current fountain and 16’ circular pool.

Phase 3 – Install new pool with footing to support 12,000 pound sculpture; utilize existing 3” sch 80 PVC pipe. Depth of pool to be approximately 18” and have a diameter that varies from 9’ to 11’.

Phase 4 – Replace timer and rewire new timer and pump in vault; rebuild existing pump; utilize existing 5 HP Marathon motor. Clean and inspect vault.

Phase 5 – Install and plumb sculpture (to be provided by the City of Palo Alto) to create desired water effect.

Phase 6 – Install new concrete around the perimeter of the pool site created by the smaller footprint of the pool.

Phase 7 – Remove and replace existing sidewalk concrete in pool area.
EXHIBIT "C"
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Basic Services") and reimbursable expenses shall not exceed $30,500.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount.

In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed $35,500.00. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed $30,500.00 and the total compensation for Additional Services does not exceed $5,000.00.

<table>
<thead>
<tr>
<th>BUDGET SCHEDULE</th>
<th>NOT TO EXCEED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>$3,800.00</td>
</tr>
<tr>
<td>(Engineering, Design, Permits)</td>
<td></td>
</tr>
<tr>
<td>Phase 2</td>
<td>$3,900.00</td>
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<tr>
<td>(Demolition, Excavation, Disposal)</td>
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<tr>
<td>Phase 3</td>
<td>$5,200.00</td>
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<tr>
<td>(Underground work, re-piping, wiring, pool installation)</td>
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<tr>
<td>Phase 4</td>
<td>$2,200.00</td>
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<tr>
<td>(Timer, Pump and Vault wiring)</td>
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<tr>
<td>Phase 5</td>
<td>$4,400.00</td>
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<tr>
<td>(Installation of Sculpture)</td>
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<tr>
<td>Phase 6</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>(Concrete work around Sculpture)</td>
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</tr>
<tr>
<td>Phase 7</td>
<td>$9,800.00</td>
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<tr>
<td>(Additional concrete, replacing sidewalk)</td>
<td></td>
</tr>
</tbody>
</table>

Professional Services
Revised 10/18/07

08115
Total All Phases: $30,500.00

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement, and shall not exceed $5,000.00.
**EXHIBIT D**

**INSURANCE REQUIREMENTS**

Contractors to the City of Palo Alto (City), at their sole expense, shall for the term of the contract obtain and maintain insurance in the amounts for the coverage specified below, afforded by companies with a Best's Key Rating of A-:VII, or higher, licensed or authorized to transact insurance business in the State of California.

Award is contingent on compliance with City’s insurance requirements, as specified, below:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
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<tr>
<td>YES</td>
<td>WORKER’S COMPENSATION AUTOMOBILE LIABILITY</td>
<td>STATUTORY STATUTORY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>COMPREHENSIVE GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>COMPREHENSIVE AUTOMOBILE LIABILITY, INCLUDING, OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>- EACH PERSON</td>
<td>$1,000,000</td>
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<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The City of Palo Alto is to be named as an additional insured: proposer, at its sole cost and expense, shall obtain and maintain, in full force and effect throughout the entire term of any resultant agreement, the insurance coverage herein described. Insuring not only proposer and its subconsultants, if any. But also, with the exception of workers' compensation, employer's liability and professional insurance, naming as additional insures city, its council members, officers, agents, and employees.

IV. INSURANCE COVERAGE MUST INCLUDE:

D. A provision for a written thirty day advance notice to City of change in coverage or of coverage cancellation; and

E. A contractual liability endorsement providing insurance coverage for contractor’s agreement to indemnify City – see section TBD. Sample agreement for services.

V. Submit certificate(s) of insurance evidencing required coverage, or complete this section and IV through V, below.

A. Name and address of company affording coverage (not agent or broker):

B. Name, address, and phone number of your insurance agent/broker:
C. POLICY NUMBER(S): 

D. DEDUCTIBLE AMOUNT(S) (DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY'S PRIOR APPROVAL): 

VI. AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AND PROPOSER'S SUBMITTAL OF CERTIFICATES OF INSURANCE EVIDENCING COMPLIANCE WITH THE REQUIREMENTS SPECIFIED HEREIN.

VII. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREES" 

D. PRIMARY COVERAGE 

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREES.

E. CROSS LIABILITY 

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREES UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

F. NOTICE OF CANCELLATION 

3. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

4. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VIII. PROPOSER CERTIFIES THAT PROPOSER'S INSURANCE COVERAGE MEETS THE ABOVE REQUIREMENTS:

THE INFORMATION HEREIN IS CERTIFIED CORRECT BY SIGNATURE(S) BELOW. SIGNATURE(S) MUST BE SAME SIGNATURE(S) AS APPEAR(S) ON SECTION II, ATTACHMENT A, PROPOSER'S INFORMATION FORM.

Firm: Aaron Certoabe Landscapes Inc.

Signature: 

Name: 

(Print or type name)

Signature: 

Name: 

(Print or type name)
NOTICES SHALL BE MAILED TO:

PURCHASING AND
CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303.
BIND CONFIRMATION LETTER

Date: 03/17/2008
Company: Assurance Company of America
AM Best Rating: A XV
2365 Northside Drive
Suite #450
San Diego, CA 92108
Retail Broker: Landscape Contractors Ins Svcs, Inc
1835 N. Fine Avenue
Fresno, CA 93727
Retail Broker Phone: (559)650-3555
Retail Broker Fax: (559)650-3558
Insured Name: Aaron Garfinkel Landscapes
6429 Cooper Street
Felton, CA 95018
Application #: 2361869
Type of Coverage: Workers' Compensation
Policy Effective Date: 03/07/2008 at 12:00 AM
Policy Expiration Date: 03/07/2009 at 12:01 AM
Policy Number: WC4363849580
Limits of Liability: Workers' Compensation - Statutory Limits
Employer's Liability - Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Policy Limit
Bodily Injury by Disease $1,000,000 Each Employee
Coverage State: CA

*This Bind Confirmation letter is subject to the terms, conditions, and limitations of the policy as stipulated by Arrowhead General Insurance Agency, Inc., on behalf of the Assurance Company of America. Coverage may be cancelled by the Insured by written notice to the Company clearly stating when cancellation is to be effective. This Bind Confirmation Letter is effective for 60 days and may be cancelled by the Company or its appointed agents by written notice to the Insured in accordance to the policy conditions. Policy and rates in use by the Company.

[Signature]
Authorized Representative

ARROWHEAD GENERAL INSURANCE AGENCY, INC.
2365 NORTHSIDE DRIVE #450 * SAN DIEGO, CA 92108 * PHONE (866) 401-2111 * FAX (866) 650-2747
WWW.ARROWHEADGRP.COM * CA LICENSE #0D38555
CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.


## Coverage List

**Aaron Garfinkel Landscapes**

03/06/2008 to 03/06/2009

**Location #1:** 7105A McAdams Lane, Felton, CA 95018

### PROPERTY COVERAGE

No Coverage

### GENERAL LIABILITY

<table>
<thead>
<tr>
<th>Classification</th>
<th>Limits</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
<td>$500 PD Per Occurrence</td>
</tr>
<tr>
<td>Products-Completed Oper. Agg.</td>
<td>$2,000,000</td>
<td></td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td>Damage to Rented Premises</td>
<td>$100,000  (each occurrence)</td>
<td></td>
</tr>
<tr>
<td>Medical Payments (any one person)</td>
<td>$ 5,000</td>
<td></td>
</tr>
</tbody>
</table>

### Premium Basis & Classification & Exposure

<table>
<thead>
<tr>
<th>Loc #</th>
<th>Classification</th>
<th>Exposure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Based on Cost</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>1</td>
<td>Subcontractors</td>
<td>(Auditable Exposure)</td>
</tr>
<tr>
<td>1</td>
<td>Based on Payroll</td>
<td>$ 38,500</td>
</tr>
<tr>
<td>1</td>
<td>Landscape Installation</td>
<td>(Auditable Exposure)</td>
</tr>
</tbody>
</table>

(Primary Classification/Class Code Includes Owner @ $22,500 Minimum Payroll)

**Includes:** Coverage for explosion, collapse and underground hazards, and Pesticide/Herbicide application coverage and Subsidence.

**Exclusions:** Known, Continuous or Progressive Injury or Damage Exclusion, Limited Exclusion - Landscape Contractor-Professional Liability, Organic Pathogen, Mold or Fungus Exclusion, Employment-Related Practices Exclusion, Total Pollution Exclusion with a Hostile Fire

**NOTICE - IF YOU HAVE MULTIPLE GL CLASS CODES:**

In order for your payroll to be split between multiple class codes, segregated payroll records must be maintained. If segregated records aren’t available at audit, the payroll will go in the highest class of your operations.

**NOTICE - PLEASE READ INSURANCE REQUIREMENTS ON CONTRACTS CAREFULLY:**

Non-Contributory wording cannot be provided on additional insured endorsements under the policy with Everest National Insurance Company. Please be sure to review all insurance requirements of all contracts prior to signing them. If you would like approval on any of the insurance requirements, please forward a copy of the contract for review prior to signing it.

**NOTICE - IF YOU ARE INVOLVED IN OCIP/WRAP UPS:**

Everest National Insurance Company is now able to issue General Liability Additional Insured endorsements for project related, off-site operations for Owner Controlled Insurance Programs (OCIP/Wrap Ups). There is a charge for this endorsement. Waiver of Subrogation endorsements are not available on OCIP/Wrap Ups under the General Liability nor is Primary and Excess Wording available as the project is excluded by the Blanket OCIP/Exclusion Endorsement on the policy.

**NOTICE - IF YOU USE SUBCONTRACTORS:**

As a condition of the premium charged on your general liability policy, you need to request a Certificate of Insurance naming you as an additional insured from every subcontractor that you engage. The policy with Everest National Insurance Company contains a charge for insured subcontractors. If a subcontractor isn’t insured and/or proof of insurance is not on file at final audit, there will be an additional charge. The cost of hiring an uninsured subcontractor will be picked up as payroll under the appropriate class for the work performed and charged on your policy. The rate for this may be higher than your landscape rate.

Date Prepared: [MemoDate]

LCIS CA License #0755906
**Coverage List**

*Aaron Garfinkel Landscapes*

03/06/2008 to 03/06/2009

<table>
<thead>
<tr>
<th>CONTRACTOR'S EQUIPMENT</th>
<th>LIMIT</th>
<th>DEDUCTIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Actual Cash Value)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled Limit:</td>
<td>No Coverage</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Tools &amp; Equip:</td>
<td>$5,000</td>
<td>$500</td>
</tr>
<tr>
<td>(1,000 Max per single item)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rented/Leased Equipment</td>
<td>$10,000</td>
<td>$500</td>
</tr>
<tr>
<td>Installation Floater</td>
<td>No Coverage</td>
<td></td>
</tr>
<tr>
<td>EDP (Computers)</td>
<td>No Coverage</td>
<td></td>
</tr>
<tr>
<td>(Limit shown above, if any, supersedes/replaces the limit shown on the Property Extension Endorsement)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AUTOMOBILE COVERAGE**

No Coverage

**PACKAGE TERRORISM (excluding auto)**

Included

Everest National Insurance Company, AM Best Rated A+ XV (Superior).

**This is a brief Summary of the Proposed Coverages. Please review the policy for actual coverages, conditions, exclusions, limitations and deductibles.**

Date Prepared: «MemoDate»
LCIS CA License #0755906
Coverage List

Aaron Garfinkel Landscapes

03/06/2008 to 03/06/2009

Location #1: 7105A McAdams Lane, Felton, CA 95018

PROPERTY COVERAGE
Location #1 Building #1

No Coverage

GENERAL LIABILITY

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<td>Medical Payments (any one person)</td>
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</tr>
</tbody>
</table>

Loc # | Premium Basis | Classification     | Exposure |  |
<table>
<thead>
<tr>
<th></th>
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<th></th>
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<tbody>
<tr>
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</tr>
<tr>
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</tr>
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(Primary Classification/Class Code Includes Owner @ $22,500 Minimum Payroll)

Includes: Coverage for explosion, collapse and underground hazards, and Pesticide/Herbicide application coverage and Subsidies.

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As a condition of the premium charged on your general liability policy, you need to request a Certificate of Insurance naming you as an additional insured from every subcontractor that you engage. The policy with Everest National Insurance Company contains a charge for insured subcontractors. If a subcontractor isn't insured and/or proof of insurance is not on file at final audit, there will be an additional charge. The cost of hiring an uninsured subcontractor will be picked up as payroll under the appropriate class for the work performed and charged on your policy. The rate for this may be higher than your landscape rate.

Date Prepared: «MemoDate»
LCIS CA License #0755906
COMPANY NAME:
MID-CENTURY INSURANCE COMPANY, LOS ANGELES, CALIFORNIA
A STOCK INSURANCE COMPANY, HEREBIN CALLED THE COMPANY

TRANSACTION TYPE: NEW BUSINESS
The Effective date is from TIME APPLIED FOR. ** ** **. The policy may be renewed for an additional policy term, as specified in the renewal offer, each time the Company offers to renew by sending a bill for the required renewal premium, and the insured pays said premium in advance of the respective renewal date. The Policy is issued in reliance upon the statements in the Declarations.

INSURED’S NAME AND ADDRESS:
AARON GARFINKEL
6429 COOPER ST
FELTON CA 95018-9409

POLICY NO: 96 18464-08-98
POLICY EDITOR: 02
EFFECTIVE DATE: 06-25-2008
EXPIRATION DATE: 12-25-2008
EXPIRATION TIME: 12:01 A.M. Standard Time
PREMATIC NO GC61894

ISSUING OFFICE:
P. O. BOX 1900
PLEASANTON, CA 94566
AGENT: D. Michael Burns
AGENT NO: 96 86 328
AGENT PHONE: (831) 335-3485

DESCRIPTION OF VEHICLE

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Vehicle Identification Number</th>
<th>Rating Points</th>
<th>MAJOR</th>
<th>MINOR</th>
<th>ACCIDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999</td>
<td>FORD</td>
<td>PU 3/4 T F250 4WD/SUPER</td>
<td>1FTNX21P9XEE43517</td>
<td>0 0 1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COVERAGES (SEE RESERVE SIDE FOR COVERAGE DESIGNATIONS)

<table>
<thead>
<tr>
<th>Bodily Injury</th>
<th>P.D.</th>
<th>Uninsured Motorist</th>
<th>Additional Equipment</th>
<th>Medical/ No Fatalities</th>
<th>Comprehensive Deductible</th>
<th>Collision Deductible</th>
<th>Towing Premium</th>
<th>Non-Auto</th>
</tr>
</thead>
<tbody>
<tr>
<td>250 Each Person</td>
<td>500 Each Person</td>
<td>250 Each Occurrence</td>
<td>1000</td>
<td>5,000</td>
<td>500</td>
<td>1000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOT COV:
- Other = Prem.
NC = NC

5.50 Liability

PREMIUM BY COVERAGE

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>316.70</td>
<td>70.20</td>
<td>0.00</td>
<td>27.40</td>
</tr>
<tr>
<td></td>
<td>55.10</td>
<td>149.30</td>
<td>5.50</td>
<td></td>
</tr>
</tbody>
</table>

ENDORSEMENTS - ENDORSEMENTS ARE PART OF THE POLICY AND AMEND THE POLICY.

<table>
<thead>
<tr>
<th>ENDORSEMENT NUMBER</th>
<th>EDITION NUMBER</th>
<th>TITLE AND DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>H1157 C-2</td>
<td>1ST</td>
<td>ADDING PROPERTY DAMAGE TO UW CVG</td>
</tr>
<tr>
<td>EGO22</td>
<td>1ST</td>
<td>MONTHLY PAYMENT AGREEMENT</td>
</tr>
<tr>
<td>258531</td>
<td>1ST</td>
<td>CALIFORNIA NOTICE OF INFORMATION PRACTICES</td>
</tr>
<tr>
<td>H1171</td>
<td>1ST</td>
<td>SAFETY GLASS DEDUCTIBLE BUYBACK - COVERAGE F</td>
</tr>
</tbody>
</table>

DISCOUNTS / RATING PLAN / surcharges

<table>
<thead>
<tr>
<th></th>
<th>$</th>
<th>Previous Balance</th>
<th>Premium</th>
<th>Fees</th>
<th>Payments or Credits</th>
<th>PREMATIC</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PASSIVE RESTRAINT</td>
<td></td>
<td></td>
<td>624.10</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>ANTILOCK BRAKES</td>
<td></td>
<td></td>
<td>15.90</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MULTIPLE CAR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GOOD DRIVER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

POLICY ACTIVITY (Submit amount due with enclosed invoice)

ANY “TOTAL” BALANCE OR CREDIT OF $0.00 OR LESS WILL BE APPLIED TO YOUR NEXT BILLING. BALANCES OVER $0.00 ARE DUE UPON RECEIPT.

LIENHOLDER OR OTHER INTEREST:

[Signature]

Authorized Representative

07-01-2008

(Continued on Next Page)
EXHIBIT E

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do 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; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

4. If Proposer is INDIVIDUAL, sign here:

Date: ____________________

Proposer's Signature

Proposer's typed name and title

5. If Proposer is PARTNERSHIP or JOINT VENTURE, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)

Date: ____________________

Member of the Partnership or Joint Venture signature

Date: ____________________

Member of the Partnership or Joint Venture signature

6. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

President ____________________ and ____________________

Title

Title

Of the corporation named below, that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

[Aaron Certified Landscapes Inc]

Corporation Name (type or print)
<table>
<thead>
<tr>
<th>List of Bidders (Company Name)</th>
<th>Base Bid Total</th>
<th>Alternate #1</th>
<th>Alternate #2</th>
<th>Alternate #3</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aaron Garfinkel, Landscapes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$89,500</td>
</tr>
<tr>
<td>Aquatics Environment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$30,500</td>
</tr>
</tbody>
</table>
Summary of Bid Process

Bid Name/Number: California Avenue Fountain Replacement Project
RFP# 128601

Proposed Length of Project: 120 days
Number of Bids Mailed to Contractors: 4
Number of Bids Mailed to Builder’s Exchanges: 0
Total Days to Respond to Bid: 23
Pre-Bid Meeting? Yes, non-mandatory
Number of Company Attendees at Pre-Bid Meeting: 2 (Aaron Garfinkel Landscapes, Inc. and Aquatic Environments, Inc.)
Number of Bids Received: 2
Bid Price Range: (including all alternates) Low bid $20,700 to a high of $89,500.
CALIFORNIA AVENUE FOUNTAIN
INSPECTION REPORT BY PWD WQCP MAINTENANCE.

Inspection conducted on Friday, August 29, 2009

Pump/Motor

- 4” supply and discharge butterfly valves are hard to operate.
- Electrical wires inside box are exposed to water and are in bad shape.
- Electrical outlet inside box needs to be replaced.
- Drain valve is corroded and needs to be replaced.
- Water hoses are tripping hazard.
- Water pump has small leaks (probably from shaft seal).
- Water is dripping inside of cabinet.

Fountain

- Base of fountain has a large crack at its base. Cannot repair or save.
- Bowl of fountain has been chipped and braced—and is leaning. Not sure if it can be saved.
- Bolts are corroded.
QUICK CRET FOUNTAIN GALLERY

http://www.quickerete.com/gallery_fountains.html
* INSTALLATION IS REQUIRED BY OTHERS.
* ALL EDGES TO HAVE 1/4" RADIUS MIN.
* MANUFACTURING TOLERANCE ±1/4".
* PRODUCT: FOUNTAIN (Q-3F)
* QUANTITY: ____________
* CONCRETE COLOR: ____________
* CONCRETE TEXTURE: ____________
* SEALER: STANDARD GLOSS SEALER
* STD. COLOR & TEXTURE OPTIONS

APPROX. WT. 6186 LBS. (BOWL)
(CUSTOMER TO OFFLOAD IF OVER 8000 LBS.)
APPROX. WT. 335 LBS. (FINIAL)
(CUSTOMER TO OFFLOAD IF OVER 8000 LBS.)

Authorized Signature: __________________________ Date: ____________

By signing above or stampping this drawing "approved" or "no exception taken" authorization is given to Quick Crete to produce this drawing as shown within a 1/4" tolerance.

ELEVATION VIEW

Quick Crete Products Corp.
731 Parkridge Ave.
P.O. Box 689
Norco, CA 92860
(951) 737-6240 Fax (951) 737-7032
www.quickcrete.com

PLAN TYPE: CONSTRUCTION PLAN
PRODUCT: FOUNTAIN (Q-3F)
PROJECT NAME: ____________

DATE: ____________ FILE NO. Q-3F
SCALE: 1/2" = 1' Drawn By: ____________ R.M.

1 OF 4
BORN  May 20, 1939;  Los Angeles, California

EDUCATION  Dartmouth College, Hanover, New Hampshire, 1957-59
          University of California, Berkeley, California, B.A. 1962

MUSEUM COLLECTIONS

Museum of Modern Art, New York
Solomon R. Guggenheim Museum, New York
Musee d'Art Moderne, Paris, France
Stadtsche Kunsthalle Mannheim, Mannheim, Germany
Museum of Modern Art, San Francisco, California
Fine Arts Museums, San Francisco, California
Los Angeles County Art Museum, Los Angeles
Santa Barbara Museum of Art, Santa Barbara, California
The Oakland Museum, Oakland, California
San Jose Museum of Art, San Jose, California
Stanford University Museum of Art, Stanford, California
Sheldon Memorial Art Gallery, University of Nebraska, Lincoln, Nebraska
Hood Museum of Art, Dartmouth College, Hanover, New Hampshire
University of Kansas, Spencer Museum of Art, Lawrence, Kansas
Franklin D. Murphy Sculpture Garden, University of California at Los Angeles
The Crocker Art Museum, Sacramento, California
Seattle Art Museum, Seattle, Washington
Wichita Art Museum, Wichita, Kansas
Fresno Art Museum, Fresno, California
Laguna Art Museum, Laguna Beach, California
Norton Museum of Art, West Palm Beach, Florida
Xantus Janos Museum, Gyor, Hungary
Utah State University, Nora Eccles Harrison Museum of Art, Logan, Utah
Grounds for Sculpture, Hamilton, New Jersey
Orange County Museum of Art, Newport Beach, California
Islamic Museum, Cairo, Egypt
de Saisset Museum, Santa Clara, California

SOLO EXHIBITIONS

2008  Shanghai Sculpture Space, Shanghai, China
2007  Sarofim School of Fine Arts, Southwestern University, Georgetown, Texas
2005  Bruce Beasley, A 45-year Retrospective, Oakland Museum of California
2004  Atrium Gallery, St. Louis, Missouri
2002  Solomon/Dubnick Gallery, Sacramento, California
2001  Gail Severn Gallery, Ketchum, Idaho
       Silicon Valley Art Museum, Belmont, California
2000  Mathematical Sciences Research Institute, Berkeley, California
1999  Kouro Gallery, New York
       Hooks-Epstein Gallery, Houston, Texas
1997Purdue University, West Lafayette, Indiana
       Solomon/Dubnick Gallery, Sacramento, California
       Atrium Gallery, St. Louis, Missouri
1996City Center, Dortmund, Germany
       Scheffel Gallery, Bad Homberg, Germany

SOLO EXHIBITIONS  continued
1995
Yorkshire Sculpture Park, England
Galerie Marie-Louise Wirth, Zurich, Switzerland
Mannheim City Hall, Mannheim, Germany
Atrium Gallery, St. Louis, Missouri
Hooks-Epstein Gallery, Houston, Texas
1994
Stadtische Kunsthalle Mannheim, Mannheim, Germany
Harcours Modern and Contemporary Art, San Francisco
Rudolfinum Museum, Prague, Czech Republic
1993
Scheffel Gallery, Bad Homberg, Germany
Shidoni Gallery, Santa Fe, New Mexico
Utermann Gallery, Dortmund, Germany
Hooks-Epstein Gallery, Houston, Texas
1992
The Oakland Museum
Fresno Art Museum
California State University, Turlock, California
John Natsoulas Gallery, Davis, California
Jaffe Baker Gallery, Boca Raton, Florida
1991
California Polytechnic State University, San Luis Obispo, California
Sonoma State University, Rohnert Park, California
Southern Oregon State University, Ashland, Oregon
1990
Pepperdine University Art Gallery, Malibu, California
Loma Linda University Art Gallery, Riverside, California
Hooks-Epstein Gallery, Houston, Texas
1981
Fuller-Goldeen Gallery, San Francisco
1973
San Diego Museum of Art, San Diego, California
Santa Barbara Museum of Art, Santa Barbara, California
1972
M.H. de Young Memorial Museum, San Francisco
1971
Andre Emmerich Gallery, New York
1966
David Stuart Gallery, Los Angeles
1965
Hansen Gallery, San Francisco
1964
Kornblee Gallery, New York
1963
Everett Ellin Gallery, Los Angeles
1961
Richmond Art Center, Richmond, California

SELECTED GROUP EXHIBITIONS

2008  Eye on the Sixties: Vision, Body, and Soul: Selections from the Collection of Harry W. and Mary Margaret Anderson. de Saisset Museum, Santa Clara, California
2006  Recent Permanent Collection Acquisitions, de Saisset Museum, Santa Clara, California
      Fusion of Art and Technology, California State University, Fresno, California
      Art and Landscape at Buckeye, Buckeye Nursery, Petaluma, California
2005  Vernissage, Sculpturesite Gallery, San Francisco, CA
2004  The Blair Collection, Galerie Dionisi, West Hollywood, California
2003  Sterling Stuff, Sigurjon Olafsson Museum, Reykjavik, Iceland; traveled to
      Royal Academy of Arts, London, United Kingdom
      The 8th Intl. Shoebox Sculpture Exhibition; University of Hawaii Art Gallery,
      Traveling Internationally 2003-2005
      International Rapid Prototyping Sculpture Exhibition, Sarofim School of Fine Arts,
      Southwestern University, Georgetown, Texas
      8th Annual Sculpture Show, The Art & Cultural Center, Fallbrook, CA
      5th Anniversary Show, The Art Foundry Gallery, Sacramento, CA
2002  Second Saturday Reception, Solomon Dubnick Gallery, Sacramento, CA
2001  Works from the International Sculpture Center Board, Grounds for Sculpture,
      Hamilton, New Jersey
      Tenth Anniversary Celebration, Solomon Dubnick Gallery, Sacramento, CA
      First International Sculpture Meeting, Isla Mujeres, Mexico

SELECTED GROUP EXHIBITIONS  continued
Bruce Beasley

2000  *Celebrating Modern Art/The Anderson Collection*, Museum of Modern Art, San Francisco
*Opening Show*, Gail Sevryn Gallery, Ketchum, Idaho
*Spatial Expressions*, Hooks-Epstein Galleries, Houston, Texas
*San Francisco International Art Exposition*, San Francisco
*Autour du Cubisme*, Galerie Michel Cachoux, Paris, France
1999  *7th International Cairo Biennale*, Cairo, Egypt
*Blickachsen 2*, Bad Homburg, Germany
*Pier Walk ’99*, Navy Pier, Chicago
*Opening Show*, Imago Galleries, Palm Desert, California
*Group Show*, Art Foundry Gallery, Sacramento, California
*Form and Function*, Atium Gallery, St. Louis, Missouri
*Art at the Summer Solstice*, Ruth Bancroft Garden, Walnut Creek, California
1998  *Darmstadt Sculpture Biennale*, Darmstadt, Germany
*20/20, The 20th Anniversary Exhibition*, Sonoma State University, Rohnert Park, CA
*Pier Walk ’98*, Navy Pier, Chicago
*Group Show*, I. Wolk Gallery, St. Helena, California
*Group Show*, Del Mar Sculpture Gallery, Del Mar, California
1997  *Sculpture ’97*, Bad Homburg, Germany
*Pier Walk ’97*, Navy Pier, Chicago
*Nine Bay Area Avant-Garde Artists of the Sixties: Then & Now*, J.J. Brookings Gallery, San Francisco
*55 & Up, Art for a Lifetime*, Bedford Gallery, Walnut Creek, California
*Skulpture Heute ’97*, Galerie Wirth, Zurich, Switzerland
*Skulpture Inaugural*, T. Curtisnoic Gallery, Miami, Florida
*An Artist’s Legacy*, Kennedy Art Center Gallery, Holy Names College, Oakland, CA
1996  *Generations: The Lineage of Influence in Bay Area Art*, Richmond Art Center, Richmond, California
*California Color*, Sheldon Memorial Art Gallery, University of Nebraska, Lincoln
*Contemporary Sculpture*, Galerie Gabriele von Loepfer, Hamburg, Germany
*Sculture Invitational*, Grounds for Sculpture, Hamilton, New Jersey
*Sculture Invitational*, Cerrillos Cultural Center, Cerrillos, New Mexico
1995  *A Bay Area Connection: Works from the Anderson Collection*, Triton Museum of Art, Santa Clara, California
  *Art Cologne*, Cologne, Germany
  *The 2nd Fujisankei International Biennale: Excellent Maquettes*, Hakone Open-Air Museum, Hakone, Japan
*Skulpture Heute*, Galerie Marie-Louise Wirth, Zurich, Switzerland
*Art Chicago 1995*, Navy Pier
*An Opening Exhibition*, The Sculpture Gallery, San Francisco
*Sculture Invitational*, Landesgartenbau, Fulda, Germany
*Skulpture Heute*, Galerie Marie-Louise Wirth, Zurich, Switzerland
*Contemporary Cast Iron Art*, Visual Arts Gallery, Univ. of Alabama at Birmingham
*Beasley, Dykes, Yates*, Solomon Dubnick Gallery, Sacramento, California
*A Synex Retrospective*, Synex Corp. Gallery, Palo Alto, California
*Artists Shedding Light on Science*, San Francisco State University, San Francisco
*Directions in Contemporary Cast Iron*, Ramapo College Art Galleries, Mahwah, NJ
1993 *International Biennial of Graphic Arts*, Xantus Janos Museum, Gyor, Hungary
*Chicago International Art Exposition*, Donnelley International Hall, Chicago, Illinois
*Fujisankei International Biennale: Excellent Maquettes*, Hakone Open-Air Museum, Hakone, Japan
*International Fair for Contemporary Art*, Frankfurt, Germany.
*Five Bay Area Sculptors*, Harcourts Gallery, San Francisco
*Computer Art: An Ohio Perspective*, Dayton Visual Arts Center, Dayton, Ohio

SELECTED GROUP EXHIBITIONS  continued

1992 *Bay Area Greats*, Syntex Corp. Gallery, Palo Alto, California
*New Works: Beasley, Albuquerque, Davis*, Valerie Miller Fine Art, Palm Desert, CA
*The 7th International Los Angeles Art Fair*, Los Angeles
1991  *Vernissage*, Galerie Utermann, Dortmund, Germany
  *New California Sculpture*, The Oakland Museum, Oakland, California
  *Sculptural Perspectives for the Nineties*, Muckenthaler Cultural Center, Fullerton, CA
  *Sculpture 1991*, Fermilab National Accelerator Facility, Batavia, Illinois

1990  *Sculpture*, Novus Gallery, Atlanta, Georgia
  *Oakland's Artists '90*, The Oakland Museum, Oakland, California
  *Beyond Fragments: After the Earthquake*, Pro Arts Gallery, Oakland, California

1989  *Bay Area Bronze*, Civic Arts Gallery, Walnut Creek, California

1988  *State of California, Art in Public Buildings 1978-88*, Fresno State University,
  Traveled Statewide

1987  *Monumenta*, 19th Sculpture Biennale, Middelheim Sculpture Park, Antwerp, Belgium
  *Steel Sculpture*, International Steel Sculpture Symposium at Park der Berg, Krefeld,
  West Germany; Wantipark, Dordrecht, Netherlands; Yorkshire Sculpture Park,
  West Breton, Great Britain; Kunsthalle, Bremen, West Germany
  *Budapest Triennial International Sculpture Exhibition*, Palace of Exhibitions,
  Budapest, Hungary
  *Outdoor Sculpture Show*, Shidoni Gallery, Tesuque, New Mexico

1986  *A Gift of Sculpture*, San Francisco Civic Center Plaza, Sponsored by The San Francisco
  Arts Commission
  *Casting Across America*, North Dakota Museum of Art, Grand Forks, North Dakota
  *Sculpture Invitational*, Kaiser Center Roof Garden, Oakland

1985  *The Art of the San Francisco Bay Area: 1945 to 1980*, The Oakland Museum,
  Oakland, California
  *Going Public: A Retrospective Exhibition*, Walnut Creek Civic Arts Gallery and Civic
  Park, Walnut Creek, California
  *Art Collectors In and Around Silicon Valley*, Euphrat Gallery, DeAnza College,
  Cupertino, California

1984  *California Sculpture Show*, XXII Olympic Arts Festival and the Fisher Galleries,
  University of Southern California. Traveling exhibition to: *Musee d'Art Contemporain de Bordeaux*, France;
  *Kunsthalle, Mannheim*, West Germany;
  *Sonja Henies Og Niels*, Onstads, Norway, 1984-85

1983  *Outdoor Sculpture Show*, Shidoni Gallery, Tesuque, New Mexico

1982  *100 Years of California Sculpture*, The Oakland Museum, Oakland, California
  *Northern California Art of the Sixties*, deSaisset Museum, Santa Clara University,
  Santa Clara, California

1980  *Forgotten Dimension*, Two-year tour organized by the Fresno Art Museum, Fresno, CA
  *The Shoebox Sculpture Show*, University of Hawai; Traveled Internationally, 1982-84
  *Sculpture '82*, Shidoni Gallery, Tesuque, New Mexico

1979  *Acquisitions 1974-1978*, Dartmouth College Museum & Galleries, Hanover, NH
  *Spaces*, Walnut Creek Civic Arts Gallery, Walnut Creek, California


1975  *Public Sculpture-Urban Environment*, The Oakland Museum, Oakland, California
  *Contemporary American Painting and Sculpture*, Kranert Art Museum, University

1974  *Oregon International Sculpture Symposium*, Eugene, Oregon

1973  *Salon d'Mai*, The Luxembourg Gardens, Paris, France
  *Salon de la Jeune Sculpture*, Musee d'Art Moderne, Paris, France
  *Refracted Images*, DeCordova Museum, Worcester, Massachusetts
  *The Small Format*, St. Mary's College Art Gallery, Moraga, California

SELECTED GROUP EXHIBITIONS continued

1972  *Sculpture '72*, Stanford University Museum of Art, Stanford, California

1971  *Translucent and Transparent Art*, Museum of Fine Arts, St. Petersburg, Florida
  *Centennial Exhibition*, San Francisco Art Institute, de Young Museum, San Francisco
  *A Decade in the West*, Stanford University Museum of Art, Stanford, California, and
  Santa Barbara Museum of Art, Santa Barbara, California
Bruce Beasley

      American Sculpture in Perspective, Sheldon Art Gallery, University of Nebraska, Lincoln
      Piers de Fantaisie, The Oakland Museum, Oakland, California
      Excellence, University of California Art Museum, Berkeley
      Pollution Show, The Oakland Museum, Oakland, California
      Looking West, Joslyn Art Museum, Omaha, Nebraska
      Sculpture Here and Now, Stanford University Art Museum, Stanford, California
      Expo '70, San Francisco Pavilion, Osaka, Japan

1969 Plastics and New Art, Institute of Contemporary Art, University of Pennsylvania, Philadelphia, Pennsylvania
      Contemporary American Painting and Sculpture, Krannert Art Museum, University of Illinois, Urbana-Champaign, Illinois

1968 Art from California, Janie C. Lee Gallery, Dallas, Texas

1967 California Artists in National Collections, Lytton Center of Visual Arts, Los Angeles
      Thirtieth Anniversary Exhibition, Richmond Art Center, Richmond, California
      Plastics West Coast, Hansen-Fuller Gallery, San Francisco

1966 Selected Acquisitions, Solomon R. Guggenheim Museum, New York
      Twenty-Two Sculptors, California State University at Northridge
      Annual Exhibition, San Francisco Museum of Modern Art
      Contemporary Art from the Lytton Collection, Lytton Center of the Visual Arts, Los Angeles.

1965 Sculptors Who Operate Their Own Foundries, Hansen Gallery, San Francisco
      Zellerbach Memorial Competition, Palace of the Legion of Honor, San Francisco
      Some Aspects of California Painting and Sculpture, La Jolla Art Museum, La Jolla, CA
      Annual Exhibition, San Francisco Museum of Modern Art

1964 Group show, The Berkeley Gallery, Berkeley, California
      Contemporary Sculpture, Albright Knox Gallery, Buffalo, New York
      Eleven American Sculptors, University of California Art Museum, Berkeley

1963 Biennale de Paris, Musee d'Art Moderne, Paris, France
      Contemporary California Sculpture, The Oakland Museum, Oakland, California
      Annual Exhibition, San Francisco Museum of Modern Art
      International Contemporary Sculpture, Everett Ellin Gallery

1962 Painting and Sculpture Acquisitions, Museum of Modern Art, New York
      Three Artists, Gallery 8, Santa Barbara, California

      Annual Exhibition, San Francisco Museum of Modern Art
      Contemporary Painting and Sculpture, Everett Ellin Gallery, Los Angeles, California

1960 Northern California Sculptors Annual, The Oakland Museum, Oakland, California
      Painting and Sculpture Annual, Richmond Art Center, Richmond, California

AWARDS AND PRIZES

1989 Individual Artist Award, Oakland Chamber of Commerce, Oakland, California

1967 Purchase Prize, San Francisco Arts Festival, San Francisco

1965 Frank Lloyd Wright Memorial Purchase Award, Marin Museum Association, San Rafael, California

1963 Andre Malraux Purchase Prize, Biennale de Paris, France

1961 Honorable Mention, San Francisco Museum of Modern Art Annual

1960 Adele Morrison Memorial Medal, The Oakland Museum Sculpture Annual

CIVIC AND CORPORATE COLLECTIONS

Arco Corporation, Los Angeles
Berkeley Repertory Theatre, Berkeley, California
Bruce Beasley

Bishop Ranch, San Ramon, California
Capitol Group, Los Angeles
City of Anchorage, Alaska
City of Bad Homberg, Germany
City of Dortmund, Germany
City of Eugene, Oregon
City of Oakland, California
City of Palo Alto, California
City of Salinas, California
City of South San Francisco, California
Djerassi Foundation, Woodside, California
Federal Home Loan Bank, San Francisco, California
Federal Office Building, San Diego, California. GSA Art in Public Buildings
Franklin D. Murphy Sculpture Garden, Univ. of California at Los Angeles
Gallaudet College, Washington, D.C.
Gateway Center, Walnut Creek, California
IBM Corporation, New York, New York
Kleinewefers GmbH, Krefeld, Germany
La Jolla Crossroads, San Diego, California
Lakeside Mall, Sterling Heights, Michigan
Landeszentral Bank, Hessen, Germany
Mall at Short Hills, Short Hills, New Jersey
Miami International Airport, Miami, Florida
Miami University, Oxford, Ohio
San Francisco Arts Commission, San Francisco, (3 pieces)
San Francisco International Airport, San Francisco
Sculptural Park Punta Sur, Isla Mujeres, Mexico
Security Pacific Corporation, Los Angeles, California
Stanford University, Stanford, California, (2 pieces)
State of Alaska, Anchorage, Alaska
State of California, Capitol Office Building, Sacramento, California
State of California, State Office Building, San Bernardino, California
The Johnson Foundation, Racine, Wisconsin
The Oakland Museum, Oakland, California
Times Mirror Corporation, Los Angeles, California
Tupperware, Inc., Orlando, Florida
University of Oregon, Eugene, Oregon
Village of Flossmoor, Flossmoor, Illinois
Voit Brea Business Park, Brea, California
World Savings, Oakland, California

LECTURES

Academy of Art College, San Francisco
American River College, Sacramento, California
Art and Mathematics Conference, University of California at Berkeley
Art and Mathematics Conference, San Sebastian, Spain
Art Guild, Oakland Museum of California
Atlanta College of Art, Atlanta, Georgia
Brown University, Providence, Rhode Island
California Polytechnic State University
California State University, Turlock, California
College of Marin, Fairfax, California
Concordia University, Montreal, Quebec
Bruce Beasley

Crocker Art Museum, Sacramento, California
Dartmouth College, Hanover, New Hampshire
De Anza College, Cupertino, California
Emily Carr College of Art, Vancouver, British Columbia
Fresno Art Museum, Fresno, California
Fundacion Marcelino Botin, Santander, Spain
Hong Kong Museum of Art, Hong Kong
Humboldt State College, Arcata, California
International Sculpture Conference
Johnson Atelier, Princeton, New Jersey
Miami University, Miami, Florida
National Computer Graphics Association Conference, Anaheim, California

Endowment for the Arts, Small Business Administration Lecture Series
The Oakland Museum
Osaka American Center, Osaka, Japan
Pennsylvania State University
Rancho Santiago College, Santa Ana, California
San Antonio Art Institute, San Antonio, Texas
San Francisco Academy of Art, San Francisco
San Francisco Museum of Modern Art, San Francisco
Santa Barbara Art Museum, Santa Barbara, California
Santa Clara University, Santa Clara, California
Santa Cruz Art Association, Santa Cruz, California
Sapporo American Center, Sapporo, Japan
Siggraph, 18th International Conference
Sonoma State University, Rohnert Park, California
Stanford University, Stanford, California
The Exploratorium, San Francisco
Town & Gown Club, Berkeley, California
University of California at Berkeley
University of Hawaii
University of North Dakota
University of Oregon
University of Sydney, Sydney, Australia
Visual Arts Center, Anchorage, Alaska
Walnut Creek Civic Art Association, Walnut Creek, California
York University, Toronto, Ontario

JUROR

Anacortes Exhibition, Anacortes, Washington
Bolinas Museum of Art, Bolinas, California
California Arts Council, Sacramento, California
California State College, Sacramento, California
California State Fair, Sacramento, California
College of Marin, Fairfax, California
Concord Civic Arts Commission
Hawaii Sculpture Competition, Honolulu, Hawaii
Hong Kong Museum of Art
International Sculpture Competition 1980, Washington, D.C.
Bruce Beasley

Marin-InterArts Sculpture Competition
Sacramento Arts Commission
San Francisco Art Commission, San Francisco
San Francisco Art Fair, San Francisco
San Mateo Art Council